

17



भारत का राजपत्र

The Gazette of India

असाधारण
EXTRAORDINARY

भाग II—खण्ड 2
PART II—Section 2

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं 36] नई दिल्ली, शुक्रवार, अगस्त 26, 1994/भाद्र 4, 1916

No. 36] NEW DELHI, FRIDAY, AUGUST 26, 1994/BHADRA 4, 1916

इस भाग में विशेष पृष्ठ संख्या दी जाती है जिससे कि वह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

RAJYA SABHA

The following Bills were introduced in the Rajya Sabha on the 26th August, 1994:—

I

BILL No. LXVIII OF 1994

A Bill to provide for the regulation of rents, repairs and maintenance and evictions relating to premises and of rates of hotels and lodging houses in the National Capital Territory of Delhi.

Be it enacted by Parliament in the Forty-sixth Year of the Republic of India as follows:—

CHAPTER I

PRELIMINARY

1. (1) This Act may be called the Delhi Rent Act, 1994.

(2) It extends to the areas included within the limits of the New Delhi Municipal Council and the Delhi Cantonment Board and to urban areas within the limits of the Municipal Corporation of Delhi for the time being:

Provided that the Central Government may, by notification in the Official Gazette, exclude any area from the operation of this Act or any provision thereof:

Provided further that the Central Government may, by notification in the Official Gazette, exclude any premises or class of buildings from the operation of this Act or any provision thereof.

Short title,
extent
and
commencement.

(3) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

**Defini-
tions.**

2. In this Act, unless the context otherwise requires,—

(a) "Bench" means a Bench of the Tribunal;

(b) "Chairman" means the Chairman of the Tribunal;

(c) "fair rate" means the fair rate fixed under section 39 and includes the rate as revised under section 40;

(d) "hotel or lodging house" means a building or a part of a building where lodging, with or without board or other services, is provided for a monetary consideration;

(e) "landlord" means a person who, for the time being is receiving, or is entitled to receive, the rent of any premises, whether on his own account or on account of or on behalf of, or for the benefit of, any other person or as a trustee, guardian or receiver for any other person or who would so receive the rent or be entitled to receive the rent, if the premises were let to a tenant;

(f) "lawful increase" means an increase in rent permitted under the provisions of this Act;

(g) "manager of hotel" includes any person in charge of the management of the hotel;

(h) "Member" means a Member of the Tribunal and includes the Chairman;

(i) "owner of a lodging house" means a person who receives or is entitled to receive whether on his own account or on behalf of himself and others or as an agent or a trustee for any other person, any monetary consideration from any person on account of board, lodging or other services provided in the lodging house;

(j) "premises" means any building or part of a building which is, or is intended to be, let separately for use as a residence or for non-residential use or for any other purpose, and includes—

(i) the garden, grounds and out-houses, if any, appertaining to such building or part of the building;

(ii) any fittings to such building or part of the building for the more beneficial enjoyment thereof,

but does not include a room in a hotel or a lodging house.

(k) "prescribed" means prescribed by rules made under this Act;

(l) "Rent Authority" means an authority appointed under sub-section (1) of section 43 and includes an additional Rent Authority appointed under sub-section (2) of that section;

(m) "standard rent", in relation to any premises, means the rent calculated under section 7;

(n) "tenant" means any person by whom or on whose account or behalf the rent of any premises is or, but for a special contract, would be payable, and includes—

(i) a sub-tenant;

(ii) any person continuing in possession after the termination of his tenancy,

but does not include—

(i) any person against whom an order or decree for eviction has been made, except where such decree or order for eviction is liable to be re-opened under the proviso to section 3 of the Delhi Rent Control (Amendment) Act, 1976;

18 of 1976.

5 of 1882.

(ii) any person to whom a licence as defined in section 52 of the Indian Easements Act, 1882 has been granted;

(o) "Tribunal" means the Delhi Rent Tribunal established under section 46;

66 of 1957.

(p) "urban area" has the same meaning as in the Delhi Municipal Corporation Act, 1957.

3. (1) Nothing in this Act shall apply—

Certain provisions not to apply to premises.

(a) to any premises belonging to the Government or a local authority;

(b) to any tenancy or other like relationship created by a grant from the Government in respect of the premises taken on lease, or acquired, by the Government:

Provided that where any premises belonging to Government have been or are lawfully let out by any person by virtue of an agreement with the Government or otherwise, then, notwithstanding any judgment, decree or order of any court or other authority, the provisions of this Act shall apply to such tenancy;

(c) to any premises, whether residential or not and whether let out before or after the commencement of this Act, whose monthly deemed rent on the date of commencement of this Act exceeds three thousand and five hundred rupees;

(d) to any premises constructed on or after the 1st day of December, 1988 but before the commencement of this Act for a period of ten years from the date of completion of such construction;

(e) to any premises constructed on or after the commencement of this Act, for a period of fifteen years from the date of completion of such construction;

(f) to any premises, being a premises not let out within seven years before letting out the same, for a period of fifteen years from the date it is let out;

(g) to any premises let out to a citizen of a foreign country or an embassy, high commission, legation or commission of a foreign State or such international organisation as may be specified by the Central Government by notification in the Official Gazette;

(h) to any premises belonging to such religious, charitable or educational trust or class of trusts as may be specified by the Central Government by notification in the Official Gazette;

(i) to any tenancy, whether entered before or after the commencement of this Act, for a period of twenty years or more and registered under the Registration Act, 1908 and not terminable before its expiration at the option of the landlord.

16 of 1908.

Explanation I.—For the removal of doubts, it is hereby declared that the provisions of this Act shall apply to any premises, not being a premises mentioned in sub-section (1),—

(a) let out to the Government or a local authority;

(b) let out by a hire-purchaser, lessee or sub-lessee, by whatever name called, who has been allotted such premises by the Delhi Development Authority or any other local authority by way of an agreement of hire-purchase, lease or sub-lease, even before the full ownership rights accrue to such hire-purchaser, lessee or sub-lessee, as the case may be.

Explanation II.—“Premises belonging to the Government or a local authority” shall, notwithstanding anything contained in any judgement, decree or order of a court, not include a building erected on any land held by any person from the Government or a local authority by virtue of an agreement, a lease, licence or grant although such land under the conditions of such agreement, lease, licence or grant may continue to belong to the Government or a local authority.

Explanation III.—“Deemed rent on the date of commencement of this Act” shall be the rent calculated in the manner provided in section 7, together with revision, if any, as provided in section 9 and decreased in the case of premises constructed after the commencement of this Act at the same rate as the rate of enhancement stipulated in Schedule I to reflect the position on the date of the commencement of this Act.

Explanation IV.—“Date of completion of construction” shall be the date of completion as intimated to the concerned authority or of assessment to property tax, whichever is earlier, and, where the premises have been constructed in stages, the date on which the initial building was completed and an intimation thereof was sent to the concerned authority or was assessed to property tax, whichever is earlier.

Explanation V.—“Premises constructed” shall include—

(i) re-building of more than seventy-five per cent. of an existing building;

(ii) additional construction to an existing building.

(2) Notwithstanding anything contained in sub-section (1), in the Transfer of Property Act, 1882, the Code of Civil Procedure, 1908 and any other law for the time being in force, the Rent Authority shall have the jurisdiction to decide all disputes relating to tenancies in respect of the premises referred to in clauses (c) to (i) of sub-section (1).

4 of 1882.
5 of 1908.

4 of 1882

4. (1) Notwithstanding anything contained in section 107 of the Transfer of Property Act, 1882, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing.

Registration of tenancy agreements.

16 of 1908

(2) Every agreement referred to in sub-section (1) or required to be registered under sub-section (3) shall be registered under the Registration Act, 1908, within such period as may be prescribed and for this purpose the agreement shall be deemed to be a document for which registration is compulsory under section 17 of the said Act.

16 of 1908

(3) Where, in relation to a tenancy created before the commencement of this Act,—

(a) an agreement in writing was entered into and was not registered under the Registration Act, 1908, the landlord and the tenant shall jointly present a copy thereof for registration before the registering officer under the said Act;

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy and present the same for registration before the registering officer under the said Act;

Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b) such landlord and the tenant shall separately file the particulars about such tenancy with the prescribed authority in such form and in such manner and within such period as may be prescribed.

5. (1) In the event of death of a tenant, the right of tenancy shall devolve for a period of ten years from the date of his death to his successors in the following order, namely:—

Inheritability of tenancy.

(a) spouse;

(b) son or daughter or where there are both son and daughter both of them;

(c) parents;

(d) daughter-in-law, being the widow of his pre-deceased son:

Provided that the successor has ordinarily been living in the premises with the deceased tenant as a member of his family up to the date of his death and was dependent on the deceased tenant:

Provided further that a right to tenancy shall not devolve upon a successor in case such successor or his spouse or any of his dependent son or daughter is owning or occupying a residential premises in the National Capital Territory of Delhi.

(2) If a person, being a successor mentioned in sub-section (1), was ordinarily living in the premises with the deceased tenant but was not dependent on him on the date of his death, or he or his spouse or any of his dependent son or daughter is owning or occupying a residential premises in the

National Capital Territory of Delhi, such successor shall acquire a right to continue in possession as a tenant for a limited period of one year from the date of death of the tenant; and, on the expiry of that period, or on his death, whichever is earlier, the right of such successor to continue in possession of the premises shall become extinguished.

Explanation.-- For the removal of doubts, it is hereby declared that—

(a) where, by reason of sub-section (2), the right of any successor to continue in possession of the premises becomes extinguished, such extinction shall not affect the right of any other successor of the same category to continue in possession of the premises but if there is no other successor of the same category, the right to continue in possession of the premises shall not, on such extinction, pass on to any other successor specified in any lower category or categories, as the case may be;

(b) the right of every successor, referred to in sub-section (1) to continue in possession of the premises shall be personal to him and shall not, on the death of such successor, devolve on any of his heirs.

(3) Nothing in sub-section (1) or sub-section (2) shall apply to a non-residential premises and the vacant possession of such premises shall be delivered to the landlord within one year—

(i) of the death of tenant, in case the tenant is an individual;

(ii) of the dissolution of the firm, in case the tenant is a firm;

(iii) of the winding up of the company, in case the tenant is a company;

(iv) of the dissolution of the corporate body other than a company, in case the tenant is such a corporate body.

CHAPTER II

RENT

Rent
payable,

6. (1) The rent payable in relation to a premises shall be—

(a) the rent agreed to between the landlord and the tenant as enhanced in the manner provided in Schedule I; or

(b) the standard rent specified under section 7,

as revised under section 9.

(2) In the case of a tenancy entered into before the commencement of this Act, the landlord may, by notice in writing to the tenant within three months from the date of such commencement, enhance the rent as specified under section 7 and the rent so enhanced, shall be payable from the date of such commencement.

7. (1) "Standard rent", in relation to any premises, means the rent calculated on the basis of ten per cent. per annum of the aggregate amount of the cost of construction and the market price of the land comprised in the premises on the date of commencement of the construction:

Standard
rent.

Provided that the standard rent calculated as aforesaid shall be enhanced in the manner provided in Schedule I.

(2) For the purposes of this section,—

(a) cost of construction shall include cost of electrical fittings, water pumps, overhead water tanks, storage tanks and other water, sewerage and other fixtures and fittings in the premises;

(b) in case any fixtures and fittings referred to in clause (a) are in common use by more than one occupant in a building, such proportion of cost of the fixtures and fittings shall be included in the cost of construction of the premises as bears the proportion to the plinth area of such premises to the plinth area of that building;

(c) the cost of construction shall be the actual amount spent on construction, and in a case where such amount cannot be ascertained, such cost shall be determined as per the scheduled rates of the Central Public Works Department for cost of construction for similar construction for the year in which the premises was constructed;

(d) the market price of the land shall be the price for which the land was bought as determined from the deed of sale registered under the Registration Act, 1908, if construction commenced in the year of registration or the land rates notified by a local authority for the year in which construction was commenced, whichever is higher;

16 of 1908.

(e) the land comprised in the premises shall be the plinth area of the building and such of the vacant land up to fifty per cent. of the plinth area as is appurtenant thereto;

(f) in a case where a premises forms part of a building having more than one premises, such proportion of price of land forming part of such building shall be taken to be the market price of the land comprised in the premises as is equal to the proportion of the plinth area of such premises to the plinth area of that building;

(g) notwithstanding anything contained in clauses (c) and (d), the cost of construction and the market price of the land comprised in the premises purchased from or allotted by the Government or a local authority shall be the aggregate amount payable to such Government or the local authority for the premises:

Provided that the Rent Authority may, for the purpose of arriving at, the cost of construction and the market price of the land comprised in the premises, allow addition, subject to a maximum of thirty per cent. of amount payable to the Government or the local authority, to the amount so payable for any expenditure incurred by the landlord or by the first or any subsequent purchaser or allottee for any improvement, addition or structural alteration in the premises.

Other charges payable.

8. (1) A tenant shall be liable to pay to the landlord, besides the rent, the following charges, namely:—

- (a) charges, not exceeding fifteen per cent. of the rent for the amenities as specified in Schedule II as agreed to between the landlord and the tenant;
- (b) maintenance charges at the rate of ten per cent. of the rent;
- (c) without prejudice to the liability of landlord to pay the property tax to the local authority, the *pro rata* property tax in relation to the premises.

Explanation.—For the purpose of calculating the monthly charges payable by the tenant to the landlord towards the property tax, the amount paid or payable as property tax for the immediately preceding year or the estimated tax payable shall form the basis.

(2) The landlord shall be entitled to recover from the tenant the amount paid by him towards charges for electricity or water consumed or other charges levied by a local or other authority which is ordinarily payable by the tenant.

Revision of rent in certain cases.

9. (1) Where a landlord has at any time, before the commencement of this Act with or without the approval of the tenant or after the commencement of this Act with the written approval of the tenant incurred expenditure for any improvement, addition or structural alteration in the premises, not being expenditure on decoration or tenantable repairs necessary or usual for such premises, and the cost of that improvement, addition or alteration has not been taken into account in determining the rent of the premises the landlord may lawfully increase the rent per year by an amount not exceeding ten per cent. of such cost.

(2) Where, after the rent of a premises has been fixed under this Act, or agreed upon, as the case may be, there has been a decrease, diminution or deterioration of accommodation in such premises, the tenant may claim a reduction in the rent.

Notice of revision of rent.

10. (1) Where a landlord wishes to revise the rent of any premises under sub-section (1) of section 9, he shall give the tenant a notice of his intention to make the revision and, in so far as such revision is lawful under this Act, it shall be due and recoverable from the date of improvement, addition or structural alteration.

(2) Every notice under sub-section (1) shall be in writing signed by or on behalf of the landlord and given in the manner provided in section 106 of the Transfer of Property Act, 1882.

4 of 1882.

Rent authority to fix standard rent, etc.

11. (1) The Rent Authority shall, on an application made to him in this behalf, in the prescribed manner, fix in respect of any premises—

- (i) the deemed rent for the purpose of clause (c) of sub-section (1) of section 3;
- (ii) the enhancement in rent in the manner provided in Schedule I;
- (iii) the standard rent as per the provisions of section 7;
- (iv) the other charges payable as per the provisions of section 8; and
- (v) the revision in rent as per the provisions of section 9.

Provided that it shall not be permissible for the landlord to apply for the fixation of standard rent as per the provisions of section 7 in the case of a tenancy entered into after the commencement of this Act.

(2) In working out the cost of construction of any premises or the market price of land comprised in such premises for the purposes of section 7 or the expenditure incurred for any improvement, addition or structural alteration or the decrease, diminution or deterioration of accommodation in a premises for the purpose of section 9, the Rent Authority may take the assistance of a prescribed valuer who shall carry out the assessment in the manner prescribed.

(3) In fixing the standard rent of any premises or the lawful increase or decrease of the rent or determining the other charges payable, the Rent Authority shall fix or determine an amount which appears to him to be reasonable having regard to the provisions of section 7 or section 9 or section 8 and the other circumstances of the case.

(4) In fixing the standard rent of any premises part of which has been lawfully sub-let, the Rent Authority may also fix the standard rent of such part sub-let.

(5) Where for any reason it is not possible to determine the standard rent of any premises on the principles set forth in section 7, the Rent Authority may fix such rent as would be reasonable having regard to the situation, locality and condition of the premises and the amenities provided therein, and where there are similar or nearly similar premises in the locality, having regard also to the rent payable in respect of such premises.

(6) The standard rent shall in all cases be fixed for a tenancy of twelve months:

Provided that where any premises are let or re-let for a period of less than twelve months, the standard rent for such tenancy shall bear the same proportion to the annual rent as the period of tenancy bears to twelve months.

(7) In fixing the standard rent of any premises under this section, the Rent Authority shall fix the standard rent thereof in an unfurnished state and may also determine an additional charge to be payable on account of any fitting, or furniture supplied by the landlord and it shall be lawful for the landlord to recover such additional charge from the tenant.

(8) In fixing the standard rent or lawful increase or decrease of rent or determining the other charges payable in respect of any premises under this section, the Rent Authority shall specify a date from which the amount so fixed shall be deemed to have effect:

Provided that, in the matter of standard rent, in no case the date so specified shall be earlier than the date of the filing of the application for the increase or decrease of the standard rent;

Provided further that if the increase is because of improvement, addition or structural alteration, it shall come into effect from the date of completion of such improvement, addition or alteration.

(9) The Rent Authority may, while fixing standard rent or lawful increase or decrease in rent or other charges payable, order for payment of the arrears of amount due by the tenant to the landlord in such number of instalments as it deems proper.

Fixation
of
interim
rent

12. If an application for fixing the standard rent or for determining the lawful increase or decrease of rent or other charges payable is made under section 11, the Rent Authority shall, as expeditiously as possible, make an order specifying the amount to be paid pending final decision on the application and shall appoint the date from which the amount so specified shall be deemed to have effect.

Limitation
for ap-
plication
for
fixation
of
standard
rent, etc.

13. A tenant may file an application to the Rent Authority for fixing the standard rent of the premises and a landlord or a tenant may file application for determining the lawful increase or decrease of rent or other charges payable,—

(a) in the case of any premises which was let and in which the cause of action for lawful increase or decrease of rent or payment of other charges arose, before the commencement of this Act, within two years from such commencement;

(b) in the case of any premises which was let after the commencement of this Act,—

(i) for fixing the standard rent thereof, within two years from the date on which the premises was let;

(ii) in any other case, within two years from the date on which cause of action arose:

Provided that the Rent Authority may entertain the application after the expiry of the said period of two years, if he is satisfied that the applicant was prevented by sufficient cause from filing the application in time.

Limita-
tion of
liability
of mid-
dlemen

14. No collector of rent or middleman shall be liable to pay to his principal, in respect of any premises, any sum by way of rental and other charges which exceeds the amount which he is entitled under this Act to realise from the tenant or tenants of the premises.

Receipt
to be
given
for rent
paid.

15. (1) Every tenant shall pay rent and other charges payable within the time fixed by contract or in the absence of such stipulation, by the fifteenth day of the month next following the month for which it is payable and where any default occurs in the payment of rent or other charges, the tenant shall be liable to pay simple interest at the rate of fifteen per cent. per annum from the date on which such payment of rent and other charges payable is due to the date on which it is paid.

(2) Every tenant who makes payment of rent or other charges payable or advance towards such rent or other charges to his landlord shall be entitled, against acknowledgment, to obtain forthwith from the landlord or his authorised agent a written receipt for the amount paid to him, signed by the landlord or his authorised agent:

Provided that it shall be open to the tenant to remit the rent to his landlord by postal money order.

(3) If the landlord or his authorised agent refuses or neglects to deliver to the tenant the receipt referred to in sub-section (2), the Rent Authority may, on an application made to him in this behalf by the tenant within two months from the date of payment and after hearing the landlord or his authorised agent, by order direct the landlord or his authorised agent to pay to the tenant,

by way of damages, such sum not exceeding double the amount of rent or other charges paid by the tenant and the costs of the application and shall also grant a certificate to the tenant in respect of the rent or other charges paid.

(4) If the landlord or his authorised agent refuses to accept or evades acceptance of receipt of rent and other charges payable to him, the tenant may, by notice in writing, ask the landlord to supply him the particulars of his bank account in a bank located in the National Capital Territory of Delhi into which the tenant may deposit the rent and other charges payable to the credit of the landlord.

(5) If the landlord supplies the particulars of his bank account, the tenant shall deposit the rent and other charges payable in such bank account from time to time.

(6) If the landlord does not supply the particulars of bank account under sub-section (4), the tenant shall remit the rent and the other charges payable to the landlord from time to time through postal money order after deducting the postal charges.

16. (1) Where the landlord does not accept any rent and other charges payable tendered by the tenant within the time and the manner referred to in section 15 or refuses or neglects to deliver a receipt referred to therein or where there is a *bona fide* doubt as to the person or persons to whom the rent and other charges are payable, the tenant may deposit such rent and other charges payable with the Rent Authority in the prescribed manner:

Provided that in cases where there is a *bona fide* doubt as to the person or persons to whom the rent and other charges are payable, the tenant may remit such rent and other charges payable to the Rent Authority by postal money order.

(2) The deposit shall be accompanied by an application by the tenant containing the following particulars, namely:—

(a) the premises for which the rent and other charges payable are deposited with a description sufficient for identifying the premises;

(b) the period for which the rent and other charges payable are deposited;

(c) the name and address of the landlord or the person or persons claiming to be entitled to such rent and other charges payable;

(d) the reasons and circumstances for which the application for depositing the rent and other charges payable is made;

(e) such other particulars as may be prescribed.

(3) On deposit of the rent and other charges payable being made, the Rent Authority shall send in the prescribed manner a copy of the application to the landlord or the persons claiming to be entitled to the rent and other charges payable with an endorsement of the date of the deposit.

(4) If an application is made for the withdrawal of any deposit of rent and other charges payable the Rent Authority shall, if satisfied that the applicant is the person entitled to receive the rent and other charges deposited, order the amount of the rent and other charges to be paid to him in the manner prescribed:

Deposit
of rent
by
tenant.

Provided that no order for payment of any deposit of rent and other charges payable shall be made by the Rent Authority under this sub-section without giving all the persons named by the tenant in his application under sub-section (2) as claiming to be entitled to payment of such rent and other charges payable an opportunity of being heard and such order shall be without prejudice to the rights of such persons to receive such rent and other charges payable being decided by a court of competent jurisdiction.

(5) If at the time of filing the application under sub-section (4) but not after the expiry of thirty days from receiving the notice of deposit, the landlord or the person or persons claiming to be entitled to the rent and other charges payable complains or complain to the Rent Authority that the statements in the tenant's application of the reasons and circumstances which led him to deposit the rent and other charges payable are untrue, the Rent Authority, after giving the tenant an opportunity of being heard, may levy on the tenant a fine which may extend to an amount equal to two months' rent, if the Rent Authority is satisfied that the said statements were materially untrue and may order that a sum out of the fine realised be paid to the landlord as compensation.

(6) The Rent Authority may, on the complaint of the tenant and after giving an opportunity to the landlord of being heard, levy on the landlord a fine which may extend to an amount equal to two months' rent if the Rent Authority is satisfied that the landlord, without any reasonable cause, refused to accept rent and other charges payable though tendered to him within the time referred to in section 15 and may further order that sum of fine realised be paid to the tenant as compensation.

Time limit for making deposit and consequences of incorrect particulars in application for deposit.

17. (1) No rent and other charges deposited under section 16 shall be considered to have been validly deposited under that section, unless the deposit is made within twenty-one days of the time referred to in section 15 for payment of the rent and other charges payable.

(2) No such deposit shall be considered to have been validly made, if the tenant wilfully makes any false statement in his application for depositing the rent and other charges payable, unless the landlord has withdrawn the amount deposited before the date of filing an application for the recovery of possession of the premises from the tenant.

(3) If the rent and other charges payable are deposited within the time mentioned in sub-section (1) and do not cease to be a valid deposit for the reasons mentioned in sub-section (2), the deposit shall constitute payment of rent and other charges payable to the landlord, as if the amount deposited had been validly tendered.

Saving as to acceptance of rent and other charges payable and forfeiture thereof in deposit.

18. (1) The withdrawal of rent and other charges payable deposited under section 16 in the manner provided therein shall not operate as an admission against the person withdrawing it of the correctness of the rate of rent and other charges payable the period of default, the amount due, or of any other facts stated in the tenant's application for depositing the rent and other charges payable under the said section.

(2) Any rent and other charges payable in deposit which are not withdrawn by the landlord or by the person or persons entitled to receive such rent and other charges payable shall be forfeited to Government by an order made by the Rent Authority, if they are not withdrawn before the expiration of five years from the date of posting of the notice or deposit.

(3) Before passing an order of forfeiture, the Rent Authority shall give notice to the landlord or the person or persons entitled to receive the rent and other charges in deposit by registered post at the last known address of such landlord or person or persons and shall also publish the notice in his office and in any local newspaper.

CHAPTER III

REPAIRS OF PREMISES

19. (1) Subject to any contract in writing to the contrary, every landlord shall be bound to keep the premises in good and tenantable repairs in relation to matters falling under Part A of Schedule III.

Duties of
landlord.

Explanation.—“Good and tenantable repairs” under this section and section 20 shall mean such repairs as shall keep the premises in the same condition in which it was let out except for the normal wear and tear.

(2) Where any repairs, in relation to a matter falling under Part A of Schedule III, without which the premises are not habitable or useable except with undue inconvenience are to be made and the landlord neglects or fails to make them within a period of three months after notice in writing, the tenant may apply to the Rent Authority for permission to make such repairs himself and may submit to the Rent Authority an estimate of the cost of such repairs, and, thereupon, the Rent Authority may, after giving the landlord an opportunity of being heard and after considering such estimate of the cost and making such inquiries as it may consider necessary, by an order in writing, permit the tenant to make such repairs at such cost as may be specified in the order and it shall thereafter be lawful for the tenant to make such repairs himself and to deduct the cost thereof, which shall in no case exceed the amount so specified, from the rent or otherwise recover it from the landlord:

Provided that the amount so deducted or recoverable from rent in any year shall not exceed one-half of the rent payable by the tenant for that year and any amount remaining not recovered in that year shall be deducted or recovered from rent in the subsequent years at the rate of not more than twenty-five per cent. of the rent for a month:

Provided further that where there are more than one premises owned by a landlord in a building, the tenants thereof may jointly carry out the repairs and share the expenses proportionately.

(3) Nothing in sub-section (2) shall apply to a premises which—

(a) at the time of letting out was not habitable or useable except with undue inconvenience and the tenant had agreed to take the same in that condition;

(b) after being let out was caused to be not habitable or useable except with undue inconvenience by the tenant.

20. (1) Every tenant shall be bound to keep the premises in good and tenantable repairs in relation to matters falling under Part B of Schedule III.

Duties of
tenant.

(2) Where any repairs, in relation to a matter falling under Part B of Schedule III, without which the premises are not habitable or useable except with undue inconvenience, are to be made and the tenant neglects or fails to

make them within a period of two months after notice in writing, the landlord may apply to the Rent Authority for permission to make such repairs himself and may submit to the Rent Authority an estimate of the cost of such repairs, and, thereupon the Rent Authority may, after giving the tenant an opportunity of being heard and after considering such estimate of the cost and making such enquiries as he may consider necessary, by an order in writing, permit the landlord to make such repairs at such cost as may be specified in the order, and it shall thereafter be lawful for the landlord to make such repairs himself and to recover the cost of such repairs, which shall in no case exceed the amount so specified, from the tenant.

(3) The landlord or a person authorised by him shall have the right to enter and inspect the premises after notice to the tenant in the manner prescribed.

(4) The tenant shall make good all damages caused to the premises by his negligence within three months of being informed in writing to do so by the landlord failing which the landlord may apply to the Rent Authority for permission to make good the said damages and the Rent Authority shall decide the matter in the manner provided in sub-section (2).

(5) The tenant shall hand over the possession of the premises on determination of tenancy in the same condition, except for the normal wear and tear, as it was in when it was handed over to him at the beginning of such tenancy and in a case where certain damages have been caused, not being damages caused by *force majeur*, the tenant shall make good the damages caused to the premises failing which the landlord may apply to the Rent Authority for permission to make good the said damages and the Rent Authority shall decide the matter in the manner provided in sub-section (2).

(6) The tenant shall not, whether during the subsistence of tenancy or thereafter, demolish any improvement or alteration carried out by him in the premises or remove any material used in such improvement or alteration, other than any fixture of a removable nature, without the permission of the landlord failing which such demolition or alteration shall be deemed to be a damage caused by such tenant under sub-section (4) and shall be dealt with accordingly.

Cutting
off or
withholding
essential
supply or
Service.

21. (1) No landlord or tenant, either by himself or through any person purporting to act on his behalf, shall, without just and sufficient cause cut off or withhold any essential supply or service enjoyed by the tenant or the landlord, as the case may be, in respect of the premises let to him, or as the case may be, under his own occupation.

(2) If a landlord or a tenant contravenes the provisions of sub-section (1), the tenant or the landlord, as the case may be, may make an application to the Rent Authority complaining of such contravention.

(3) If the Rent Authority is satisfied that the essential supply or service was wilfully cut off or withheld, it may pass an order directing the restoration of the amenities immediately pending the inquiry referred to in sub-section (4).

Explanation.—An interim order may be passed under this sub-section without giving notice to the landlord or the tenant, as the case may be.

(4) If the Rent Authority on inquiry finds that the essential supply or service enjoyed by the tenant or the landlord was cut off or withheld by the landlord or the tenant, as the case may be, wilfully and without just and sufficient cause, he shall make an order directing the restoration of such supply or service.

(5) The Rent Authority shall complete an enquiry under sub-section (4) within a period of one month of filing of an application for enquiry unless the Rent Authority, for reasons to be recorded in writing, decides that it is not possible to complete the enquiry within such period.

(6) The Rent Authority may, in his discretion, direct that compensation not exceeding one thousand rupees be paid to—

(a) the landlord or the tenant, as the case may be, by the complainant if the application under sub-section (2) was made frivolously or vexatiously;

(b) the complainant, if the landlord or the tenant, as the case may be, had cut off or withheld the supply or service without just and sufficient cause.

Explanation I.—In this section, "essential supply or service" includes supply of water, electricity, lights in passages and on staircases, conservancy and sanitary services.

Explanation II.—For the purposes of this section, withholding any essential supply or service shall include acts or omissions, attributable to the landlord or the tenant, as the case may be, on account of which the essential supply or service is cut off by a local authority or any other agency.

CHAPTER IV

PROTECTION OF TENANTS AGAINST EVICTION

22. (1) Notwithstanding anything to the contrary contained in any other law or contract, no order or decree for the recovery of possession of any premises shall be made by any court, Tribunal or Rent Authority in favour of the landlord against a tenant save as provided in sub-section (2).

(2) The Rent Authority may, on an application made to it in the prescribed manner, make an order for the recovery of possession of the premises on one or more of the following grounds only, namely:—

(a) that the tenant has neither paid nor tendered the whole of the arrears of the rent and other charges payable for two or more consecutive months legally recoverable from him within two months of the date on which a notice of demand for the arrears of such rent and other charges payable and interest at the rate of fifteen per cent. for the period of default has been served on him by the landlord in the manner provided in section 106 of the Transfer of Property Act, 1882:

Provided that a tenant shall not be entitled to the benefit of service of notice by the landlord under this clause where, having obtained

Protection
of
tenant
against
eviction.

such benefit once respect of any premises, he again makes a default in the payment of rent and other charges payable in respect of those premises;

(b) that the tenant has, on or after the 9th day of June, 1952, sub-let, assigned or otherwise parted with the possession of the whole or any part of the premises without obtaining the consent in writing of the landlord.

Explanation.—For the purpose of this clause, any premises which have been let for being used for the purposes of business or profession shall be deemed to have been sub-let by the tenant, if the Rent Authority is satisfied that the tenant, without obtaining the consent in writing of the landlord, has, after the 16th day of August, 1958, allowed any person to occupy the whole or any part of the premises ostensibly on the ground that such person is a partner of the tenant in the business or profession but really for the purpose of sub-letting such premises to that person;

(c) that the tenant has used the premises for a purpose other than that for which they were let—

(i) if the premises have been let on after the 9th day of June, 1952, without obtaining the consent in writing of the landlord;

(ii) if the premises have been let before the said date, without obtaining his consent:

Provided that no application for the recovery of possession of any premises shall lie under this clause unless the landlord has given to the tenant a notice in the prescribed manner requiring him to stop the misuse of the premises and the tenant has refused or failed to comply with such requirement within one month of the date of service of the notice and no order for eviction against the tenant shall be made in such a case, unless the Rent Authority is satisfied that the misuse of the premises is of such a nature that it is a public nuisance or that it causes damage to the premises or is otherwise detrimental to the interests of the landlord;

(d) that the premises were let for use as a residence and—

(i) neither the tenant nor any member of his family has been residing therein for a period of six months;

(ii) the tenant has not been residing therein, without a reasonable cause for a period of two years, immediately before the date of the filing of the application for the recovery of possession thereof.

Provided that the landlord may, on request in writing of the tenant, permit occupancy of the premises by a person other than the tenant or his family not exceeding the period of tenancy.

Explanation.—For the purposes of this clause and clause (r), "family" means parents, spouse, dependent sons and daughters or such other relatives as are ordinarily living with the tenant and are dependent upon him;

(e) that the premises or any part thereof have become unsafe or unfit for human habitation and are required by the landlord for carrying out repairs or re-construction which cannot be carried out without the premises being vacated:

Provided that no order for the recovery of possession under this clause, clause (g), clause (h) or clause (i) shall be made unless the Rent Authority is satisfied that the plans and estimates of such repairs or re-construction, as the case may be, have been properly prepared and that the landlord has the necessary means to carry out the said repairs or re-construction:

Provided further that if the landlord proposes to change the use of the premises after re-construction, then, he shall so specify in his application for recovery of possession and, after such reconstruction, the landlord shall, if it is otherwise permissible under law, utilize the built up area equal to the previous area for the original use to the extent required for the purpose of sub-section (1) of section 32 and the rest for any other use;

(f) that premises or any part thereof are required by the landlord for the purpose of immediate demolition ordered by the Government or any local authority or the premises are required by the landlord to carry out any building work at the instance of the Government or a local authority in pursuance of any improvement scheme or development scheme and that such building work cannot be carried out without the premises being vacated;

(g) that the premises or any part thereof are required by the landlord for carrying out any repairs which cannot be carried out without the premises being vacated;

(h) that the premises are required by the landlord for the purpose of building or re-building or make thereto any substantial addition or alteration including construction on the terrace or on the appurtenant land and that such building or re-building or addition or alteration cannot be carried out without the premises being vacated;

(i) that the premises consist of not more than two floors and the same are required by the landlord for the purpose of immediate demolition with a view to re-build the same:

Provided that where the building of which such premises or premises possession in respect of which has been recovered under clause (e), clause (f), clause (g) or clause (h) forms a part has been re-built to an extent of less than seventy five per cent., a tenant so dispossessed shall have a right to re-entry at the new terms of tenancy in a premises in the re-built building equivalent in area to the original premises for which he was a tenant;

(j) that the tenant, his spouse or a dependent son or daughter ordinarily living with him has, whether before or after the commencement of this Act, built or acquired vacant possession of, or been allotted a residence;

Provided that the Rent Authority may in appropriate cases allow the tenant to vacate the premises within such period as he may permit but not exceeding one year from the date of passing of orders of eviction;

(k) that the premises were let to the tenant for use as a residence by reason of his being in the service or employment of the landlord, and that the tenant has ceased, whether before or after the commencement of this Act, to be in such service or employment:

Provided that no order for the recovery of possession of any premises shall be made on this ground if the Rent Authority is of the opinion that there is any bona fide dispute as to whether the tenant has ceased to be in the service or employment of the landlord;

(l) that the tenant has, whether before or after the commencement of this Act, caused or permitted to be caused substantial damage to or such alteration of the premises as has the effect of changing its identity or diminishing its value.

Explanation.—For the purposes of this clause, “substantial damage” shall mean such damage as shall involve an expenditure equivalent to six months’ rent or more of the premises or such less expenditure as the Rent Authority is satisfied, keeping in view, the special nature of damage, justifies the same to be treated as substantial damage for carrying out the repairs for such damage:

Provided that no order for the recovery of possession of any premises shall be made on the ground specified in this clause, if the tenant, within such time as may be specified in this behalf by the Rent Authority, carries out repairs to the damage caused to the satisfaction of the Rent Authority or pays to the landlord such amount by way of compensation as the Rent Authority may direct;

(m) that the tenant or any person residing with the tenant has been convicted of causing nuisance or annoyance to a person living in the neighbourhood of the premises or has been convicted of using or allowing the use of the premises for an immoral or illegal purpose;

(n) that the tenant has, notwithstanding previous notice, used or dealt with the premises in a manner contrary to any condition imposed on the landlord by the Government or the Delhi Development Authority or the Municipal Corporation of Delhi while giving him a lease of the land on which the premises are situate:

Provided that no order for the recovery of possession of any premises shall be made on this ground if the tenant, within such time as may be specified in this behalf by the Rent Authority, complies with the condition imposed on the landlord by any of the authorities referred to in this clause or pays to the authority imposing such conditions the amount by way of compensation as the Rent Authority may direct;

(o) that the tenant in his reply having denied the ownership of landlord, has failed to prove it or that such denial was not made in a *bona fide* manner:

(p) that the person in occupation of the premises has failed to prove that he is a *bona fide* tenant;

(q) that the tenant after having agreed with or having informed the landlord in writing the date to vacate the premises does not do so on or after the date so agreed or informed;

(r) that the premises let for residential or non-residential purposes are required, whether in the same form or after re-construction or re-building, by the landlord for occupation for residential or non-residential purpose for himself or for any member of his family if he is the owner thereof, or for any person for whose benefit the premises are held and that the landlord or such person has no other reasonably suitable accommodation:

Provided that where the landlord has acquired the premises by transfer, no application for the recovery of possession of such premises shall lie under this clause unless a period of three years has elapsed from the date of the acquisition:

Provided further that where an order for the recovery of possession of any premises is made on the ground specified in this clause, the landlord shall be entitled to obtain possession thereof on the expiration of a period of six months in the case of residential premises and one year in the case of non-residential premises from the date of passing of eviction order.

Explanation I.—For the purposes of this clause and sections 23 to 26,—

(i) where the landlord in his application supported by an affidavit submits that the premises are required by him for occupation for himself or for any member of his family dependent on him, the Rent Authority shall presume that the premises are so required;

(ii) premises let for a particular use may be required by the landlord for a different use if such use is permissible under law.

Explanation II.—For the purposes of this clause or section 23, section 24, section 25 or section 26, an occupation by the landlord of any part of a building of which any premises let out by him forms a part shall not disentitle him to recovery the possession of such premises.

Explanation III.—For the purposes of this clause, “owner of the premises” includes a person who has been allotted such premises by the Delhi Development Authority or any other local authority by way of an agreement of hire-purchase, lease or sub-lease, even before the full ownership rights accrue to such hire-purchaser, lessee or sub-lessee, as the case may be.

(3) In any proceeding for eviction under clause (e), (f), (g), (h) or (r) of sub-section (2) of section 22 or section 23 or section 24 or section 25 or section 26, the Rent Authority may allow eviction from only a part of the premises if the landlord is agreeable to the same:

Provided that, in case of such part-eviction, the rent and other charges payable by the tenant will be decreased in proportion to the part vacated.

(4) No order for the recovery of possession in any proceeding under sub-section (2) shall be binding on any sub-tenant referred to in section 29 who has given notice of his sub-tenancy to the landlord under the provision of that section, unless the sub-tenant is made a party to the proceeding and the order for eviction is made binding on him.

Right to recover immediate possession of premises to accrue to certain persons.

23. (1) Where a person in occupation of any residential premises allotted to him by the Government or any local authority is required by, or in pursuance of, any general or special order made by that Government or authority to vacate such residential accommodation, or in default to incur certain obligations, on the ground that he or his spouse or his dependent son or daughter, as the case may be, owns, in the National Capital Territory of Delhi a residential accommodation, there shall accrue, on and from the date of such order, to such person, his spouse or his dependent son or daughter, as the case may be, notwithstanding anything contained elsewhere in this Act or in any other law for the time being in force or in any contract (whether express or implied), custom or usage to the contrary, a right to recover immediate possession of any premises let out by him, his spouse or his dependent son or daughter, as the case may be:

Provided that nothing in this section shall be construed as conferring a right on such person, his spouse or his dependent son or daughter, as the case may be, owning, in the National Capital Territory of Delhi; two or more dwelling houses, to recover the possession of more than one dwelling house and it shall be lawful for such person, his spouse or his dependent son or daughter, as the case may be, to indicate the dwelling house possession of which he intended to recover.

Explanation.—For the purposes of this sub-section, sections 24, 25 and 26, immediate possession shall mean possession recoverable on the expiry of sixty days from the date of order of eviction.

(2) Where a landlord exercises the right of recovery conferred on him by sub-section (1) or section 22, 24, 25 or 26 and he had received,—

(a) any rent in advance from the tenant, he shall, within a period of ninety days from the date of recovery of possession of the premises by him, refund to the tenant such amount as represents the rent payable for the unexpired portion of the contract, agreement or lease;

(b) any other payment, he shall, within the period aforesaid, refund to the tenant a sum which shall bear the same proportion to the total amount so received, as the unexpired portion of the contract, agreement or lease bears to the total period of contract, agreement or lease:

Provided that, if any default is made in making any refund as aforesaid, the landlord shall be liable to pay simple interest at the rate of fifteen per cent. per annum on the amount which he has omitted or failed to refund:

Provided further that it shall be permissible for the landlord to set off any amount which he is lawfully entitled to recover from the tenant against the refund due to the tenant.

24. (1) Where a person—

(a) is a released or retired person from any armed forces and the premises let out by him, his spouse or his dependent son or daughter, as the case may be, are required for his own residence; or

(b) is a dependent of a member of any armed forces who had been killed in action and the premises let out by such member are required for the residence of the family of such member,

such person, his spouse or his dependent son or daughter, as the case may be, may, within one year from the date of his release or retirement from such armed forces or, as the case may be, the date of death of such member, or within a period of one year from the date of commencement of this Act, whichever is later, apply to the Rent Authority for recovery of immediate possession of such premises.

(2) Where a person is a member of any of the armed forces and has a period of less than one year preceding the date of his retirement and the premises let out by him, his spouse or his dependent son or daughter, as the case may be, are required for his own residence after his retirement, he, his spouse or his dependent son or daughter, as the case may be, may, at any time, within a period of one year before the date of his retirement, apply to the Rent Authority for recovery of immediate possession of such premises.

(3) Where the person, his spouse or his dependent son or daughter referred to in sub-section (1) or sub-section (2) has let out more than one premises, it shall be open to him, his spouse or his dependent son or daughter, as the case may be, to make an application under the sub-section in respect of only one of the premises chosen.

Explanation.—For the purposes of this section, “armed forces” means an armed force of the Union constituted under an Act of Parliament and includes a member of the police force constituted under section 3 of the Delhi Police Act, 1978.

34 of 1978

25. (1) Where a person is a retired employee of the Central Government or of a State Government and the premises let out by him, his spouse or his dependent son or daughter are required for his own residence, such employee, his spouse or his dependent son or daughter, as the case may be, may, within one year from the date of his retirement or within a period of one year from the date of commencement of this Act, whichever is later, apply to the Rent Authority for recovery of immediate possession of such premises.

(2) Where a person is an employee of the Central Government or of a State Government and has a period of less than one year preceding the date of his retirement and the premises let out by him or his spouse or dependent son or daughter are required by him for his own residence after his retirement, he, his spouse or his dependent son or daughter, as the case may be, may, at any time within a period of one year before the date of retirement, apply to the Rent Authority for recovery of immediate possession of such premises.

(3) Where the person, his spouse or his dependent son or daughter referred to in sub-section (1) or in sub-section (2) has let out more than one

Right to
recover
immediate
possession
of pre-
mises to
accrue to
members
of the
armed
forces, etc.

Right to
recover
immediate
possession
of premi-
ses to
accrue
to Central
Govern-
ment and
State
Govern-
ment em-
ployees.

premises, it shall be open to him, his spouse or his dependent son or daughter, ~~as the case may be~~, to make an application under the sub-section in respect of only one of the premises chosen.

Right to recover immediate possession of premises to accrue to widows, handicapped persons and old persons.

26. (1) Where the landlord is—

- (a) a widow and the premises let out by her, or by her husband,
- (b) a handicapped person and the premises let out by him,
- (c) a person who is of the age of sixty-five years or more and the premises let out by him,

is required by her or him or for her or his family or for any one ordinarily living with her or him for residential or non-residential use, she or he may apply to the Rent Authority for recovery of immediate possession of such premises.

(2) Where the landlord referred to in sub-section (1) has let out more than one premises, it shall be open to him to make an application under that sub-section in respect of any one residential and one non-residential premises each chosen by him.

Explanation I.—For the purposes of this section, “handicapped person” shall mean a person who is as if being an assessee entitled for the time being to the benefits of deduction under section 80U of the Income-tax Act, 1961.

43 of 1961.

Explanation II.—The right to recover possession under this section shall be exercisable only once in respect of each for residential and for non-residential use.

Payment of rent during eviction proceedings.

27. (1) If, in any proceeding for the recovery of possession of any premises on any ground other than that referred to in clause (a) of sub-section (2) of section 22, the tenant contests the claim for eviction, the landlord may, at any stage of the proceeding, make an application to the Rent Authority for an order on the tenant to pay to the landlord the amount of rent legally recoverable from the tenant and the Rent Authority may, after giving the parties an opportunity of being heard, make an order directing the tenant to pay to the landlord or deposit with the Rent Authority within one month of the date of the order, an amount calculated at the rate of rent at which it was last paid for the period for which the arrears of the rent were legally recoverable from the tenant including the period subsequent thereto up to the end of the month previous to that in which payment or deposit is made and to continue to pay or deposit, month by month, by the fifteenth of each succeeding month, a sum equivalent to the rent at that rate.

(2) If, in any proceeding referred to in sub-section (1), there is any dispute as to the amount of rent payable by the tenant, the Rent Authority shall, within fifteen days of the date of the first hearing of the proceeding, fix an interim rent in relation to the premises to be paid or deposited in accordance with the provisions of sub-section (1), until the rent in relation thereto is determined having regard to the provisions of this Act, and the amount of arrears, if any, calculated on the basis of the rent so determined shall be paid or deposited by the tenant within one month of the date on which the standard rent is fixed or such further time as the Rent Authority may allow in this behalf.

(3) If, in any proceeding referred to in sub-section (1), there is any dispute as to the person or persons to whom the rent is payable, the Rent Authority may direct the tenant to deposit with the Rent Authority the amount payable by him under sub-section (1) or sub-section (2), as the case may be, and in such a case, no person shall be entitled to withdraw the amount in deposit until the Rent Authority decides the dispute and makes an order for payment of the same.

(4) If the Rent Authority is satisfied that any dispute referred to in sub-section (3) has been raised by a tenant for reasons which are false or frivolous, the Rent Authority may order the defence against eviction to be struck out and proceed with the hearing of the application.

(5) If a tenant fails to make payment or deposit as required by this section, the Rent Authority may order the defence against eviction to be struck out and proceed with the hearing of the application.

28. (1) Where at any time before the 9th day of June, 1952, a tenant has sub-let the whole or any part of the premises and the sub-tenant is, at the commencement of this Act, in occupation of such premises, then, notwithstanding that the consent of the landlord was not obtained for such sub-letting, the premises shall be deemed to have been lawfully sub-let.

(2) No premises which have been sub-let either in whole or in part on or after the 9th day of June, 1952, without obtaining the consent in writing of the landlord, shall be deemed to have been lawfully sub-let.

(3) After the commencement of this Act, no tenant shall, without the previous consent in writing of the landlord,—

(a) sub-let the whole or any part of the premises held by him as a tenant; or

(b) transfer or assign his rights in the tenancy or in any part thereof.

29. Where, after the commencement of this Act, any premises are sub-let either in whole or in part by the tenant with the previous consent in writing of the landlord, the tenant or the sub-tenant to whom the premises are sub-let may, in the prescribed manner, give notice to the landlord of the creation of the sub-tenancy within one month of the date of such sub-letting and notify the termination of such sub-tenancy within one month of such termination.

30. Where an order for eviction in respect of any premises is made under section 22 against a tenant but not against a sub-tenant referred to in section 29 and a notice of the sub-tenancy has been given to the landlord, the sub-tenant shall, with effect from the date of the order, be deemed to have become a tenant holding the premises in his occupation directly under the landlord on the same terms and conditions on which the tenant would have held from the landlord, if the tenancy had continued.

31. (1) Where a landlord recovers possession of any premises from the tenant in pursuance of an order made under clause (r) of sub-section (2) of section 22, or under section 23, 24, 25, 26 or 33, the landlord shall not, except with the permission of the Rent Authority obtained in the prescribed manner, re-let the whole or any part of the premises within three years from the date of obtaining such possession, and in granting such permission, the Rent Authority may direct the landlord to put such evicted tenant in possession of the premises:

Restrictions on sub-letting.

Notice of creation and termination of sub-tenancy.

Sub-tenant to be tenant in certain cases.

Recovery of possession for occupation and re-entry.

Provided that where a landlord recovers possession of any premises from the tenant in pursuance of an order made under clause (r) of sub-section (2) of section 22 for occupation after re-construction or re-building, the period of three years shall be reckoned from the date of completion of re-construction or re-building, as the case may be.

(2) Where a landlord recovers possession of any premises as aforesaid and the premises are not occupied by the landlord or by the person for whose benefit the premises are held, within two months of obtaining such possession, or the premises having been so occupied are, at any time within three years from the date of obtaining possession, re-let to any person other than the evicted tenant without obtaining the permission of the Rent Authority under sub-section (1) or the possession of such premises is transferred to another person for reasons which do not appear to the Rent Authority to be *bona fide*, the Rent Authority may, on an application made to him in this behalf by such evicted tenant within such time as may be prescribed, direct the landlord to put the tenant in possession of the premises on the same terms and conditions if the premises are in the same form or on new terms and conditions if the premises have been re-constructed or re-built if he has not already built, acquired vacant possession of, or been allotted another premises or to pay him such compensation as the Rent Authority thinks fit or both, as the facts and circumstances of the case may warrant.

Recovery
of posses-
sion for
repairs
and re-
building
and
re-entry.

32. (1) In making any order on the grounds specified in clause (e), (f), (g), (h) or (i) of sub-section (2) of section 22 the Rent Authority shall fix the new rent and ascertain from the tenant whether he elects to be placed in occupation of the premises or part thereof from which he is to be evicted and if the tenant so elects, shall record the fact of the election in the order and specify therein the date on or before which he shall deliver possession so as to enable the landlord to commence the work of repairs or building or re-building, as the case may be, and the date before which the landlord shall deliver the possession of the said premises.

(2) If the tenant delivers possession on or before the date specified in the order, the landlord shall, on the completion of the work of repairs or building or re-building, place the tenant in occupation of the premises or part thereof before the date specified in sub-section (1) or such extended date as may be specified by the Rent Authority by an order.

(3) If, after the tenant has delivered possession on or before the date specified in the order, the landlord fails to commence the work of repairs or building or re-building within three months of the specified date, the Rent Authority may, on an application made to him in this behalf by the tenant, within such time as may be prescribed, order the landlord to place the tenant in occupation of the premises on the same terms and conditions and to pay to the tenant such compensation as the Rent Authority thinks fit.

(4) If the tenant has delivered possession on or before the date specified in the order and the landlord fails to place the tenant in occupation of the premises after repairs, building or re-building, as the case may be, in accordance with sub-section (2), the Rent Authority may, on an application made to him in this behalf by the tenant within such time as may be prescribed, order the landlord to place the tenant in occupation of the premises on revised terms and conditions and to pay to the tenant such compensation as the Rent Authority thinks fit.

33. (1) Where a landlord does not require the whole or any part of any premises for a particular period, and after obtaining the permission of the Rent Authority in the prescribed manner, lets the whole of the premises or part thereof as a residence for such period, not being more than five years, as may be agreed to in writing between the landlord and the tenant and the tenant does not, on the expiry of the said period, vacate such premises, then, notwithstanding anything contained in section 22 or in any other law, the Rent Authority may, on an application made to him in this behalf by the landlord within such time as may be prescribed, place the landlord in vacant possession of the premises or part thereof by evicting the tenant and every other person who may be in occupation of such premises.

Recovery
of posses-
sion in
case of
tenancies
for
limited
period.

(2) The Rent Authority shall not—

(i) grant permission under sub-section (1) in relation to a premises consecutively more than two times except for good and sufficient reasons to be recorded in writing.

Explanation.—A permission granted under sub-section (1) shall not be construed to be consecutive, if a period of five years or more has elapsed after the expiry of the last limited period tenancy;

(ii) entertain any application from the tenant calling in question the bondafides of the landlord in letting the premises under this section.

(3) All applications made before the Rent Authority and appeals made before the Tribunal by the tenant shall abate on the expiry of period for which permission has been granted under sub-section (1).

(4) While making an order under sub-section (1), the Rent Authority may award to the landlord damages for the use or occupation of the premises at double the last rent paid by the tenant together with interest at the rate of fifteen per cent. per annum for the period from the date of such order till the date of actual vacation by the tenant.

34 Where the landlord in respect of any premises is any company or other body corporate or any public institution, then, notwithstanding anything contained in section 22 or in any other law, the Rent Authority may, on an application made to him in this behalf by such landlord, place the landlord in vacant possession of such premises by evicting the tenant and every other person who may be in occupation thereof, if the Rent Authority is satisfied that—

Special
provi-
sion for
recovery
of pos-
session in
certain
cases.

(a) the tenant to whom such premises were let for use as a residence at a time when he was in the service or employment of the landlord, has ceased to be in such service or employment and the premises are required for the use of employees of such landlord; or

(b) the tenant has acted in contravention of the terms, express or implied, under which he was authorised to occupy such premises; or

(c) any other person is in unauthorised occupation of such premises;
or

(d) the premises are required bona fide by the landlord for the use of employees of such landlord or, in the case of a public institution, for the furtherance of its activities

Explanation.--For the purposes of this section, "public institution" includes any educational institution, library, hospital and charitable dispensary but does not include any such institution set up by a private trust.

Permis-
s. in to
construct
addition-
al struc-
tures.

35. Where the landlord proposes to make any improvement in, or construct any additional structure on, any building which has been let to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure and the Rent Authority, on an application made to him in this behalf by the landlord, is satisfied that the landlord is ready and willing to commence the work and that such work will not cause any undue hardship to the tenant, the Rent Authority may permit the landlord to do such work and may make such other order as he thinks fit in the circumstances of the case.

Special
provision
regarding
vacant
building
sites.

36. Notwithstanding anything contained in section 22, where any premises which have been let comprise vacant land upon which it is permissible under the building regulations or municipal bye-laws, for the time being in force, to erect any building, whether for use as a residence or for any other purpose and the landlord proposing to erect such building is unable to obtain possession of the land from the tenant by agreement with him and the Rent Authority, on an application made to him in this behalf by the landlord, is satisfied that the landlord is ready and willing to commence the work and that the severance of the vacant land from the rest of the premises will not cause undue hardship to the tenant, the Rent Authority may--

- (a) direct such severance;
- (b) place the landlord in possession of the vacant land;
- (c) determine the rent payable by the tenant in respect of the rest of the premises; and
- (d) make such other order as he thinks fit in the circumstances of the case.

Vacant
possession
to
landlord.

37. Notwithstanding anything contained in any other law, where the interest of a tenant in any premises is determined for any reason whatsoever and any order is made by the Rent Authority under this Act for the recovery of possession of such premises, the order shall, subject to the provisions of section 30, be binding on all persons who may be in occupation of the premises and vacant possession thereof shall be given to the landlord by evicting all such persons therefrom:

Provided that nothing in this section shall apply to any person who has an independent title to such premises

CHAPTER V

HOTELS AND LODGING HOUSES

Applia-
tion of
the
Chapter.

38. The provisions of this Chapter shall apply to all hotels and lodging houses in the areas which the Central Government may, by notification in the Official Gazette, specify:

Provided that if the Central Government is of opinion that it would not be desirable in the public interest to make the provisions of this Chapter applicable to any class of hotels or lodging houses, it may, by notification in the Official Gazette, exempt such class of hotels or lodging houses from the operation of this Chapter.

39. (1) Where the Rent Authority, on a written complaint or otherwise, has reason to believe that the charges made for board or lodging or any other service provided in any hotel or lodging house are excessive, he may fix a fair rate to be charged for board, lodging or other services provided in the hotel or lodging house and in fixing such fair rate, specify separately the rate for lodging, board or other services.

Fixing
of fair
rate.

(2) In determining the fair rate under sub-section (1), the Rent Authority shall have regard to the circumstances of the case and to the prevailing rate of charges for the same or similar accommodation, board and service, during the twelve months immediately preceding the 1st day of June, 1951, and any general increase in the cost of living after that date.

40. On a written application from the manager of a hotel or the owner of a lodging house or otherwise, the Rent Authority may, from time to time, revise the fair rate to be charged for board, lodging or other service in a hotel or lodging house, and fix such rate as he may deem fit having regard to any general rise or fall in the cost of living which may have occurred after the fixing of fair rate.

Revision
of fair
rate.

41. When the Rent Authority has determined the fair rate of charges in respect of a hotel or lodging house,—

Charges
in excess
of fair
rate not
recover-
able.

(a) the manager of the hotel or the owner of the lodging house, as the case may be, shall not charge any amount in excess of the fair rate and shall not, except with the previous written permission of the Rent Authority, withdraw from the lodger any concession or service allowed at the time when the Rent Authority determined the fair rate;

(b) any agreement for the payment of any charges in excess of such fair rate shall be void in respect of such excess and shall be construed as if it were an agreement for payment of the said fair rate;

(c) any sum paid by a lodger in excess of the fair rate shall be recoverable by him at any time within a period of six months from the date of the payment from the manager of the hotel or the owner of the lodging house or his legal representatives and may, without prejudice to any other mode of recovery, be deducted by such lodger from any amount payable by him to such manager or owner.

42. Notwithstanding anything contained in this Act, the manager of a hotel or the owner of a lodging house shall be entitled to recover possession of the accommodation provided by him to a lodger on obtaining a certificate from the Rent Authority certifying—

Recovery
of posses-
sion by
manager
of a
hotel
or the
owner
of a
lodging
house.

(a) that the lodger has been guilty of conduct which is a nuisance or which causes annoyance to any adjoining or neighbouring lodger.

Explanation.—For the purposes of this clause, “nuisance” shall be deemed to include any act which constitutes an offence under the Immoral Traffic (Prevention) Act, 1956;

(b) that the accommodation is reasonably and *bona fide* required by the owner of the hotel or lodging house, as the case may be, either for his own occupation or for the occupation of any person for whose benefit the accommodation is held, or any other cause which may be deemed satisfactory to the Rent Authority;

- (c) that the lodger has failed to vacate the accommodation on the termination of the period of the agreement in respect thereof;
- (d) that the lodger has done any act which is inconsistent with the purpose for which the accommodation was given to him or which is likely to affect adversely or substantially the owner's interest therein;
- (e) that the lodger has failed to pay the rent due from him.

CHAPTER VI

RENT AUTHORITIES

Appoint-
ment of
Rent Au-
thorities
and
additio-
nal Rent
Autho-
rities.

43. (1) The Central Government may, by notification in the Official Gazette, appoint as many Rent Authorities as it thinks fit; and define the local limits within which, or the hotels and lodging houses in respect of which, each Rent Authority, shall exercise the powers conferred, and perform the duties imposed, on Rent Authorities by or under this Act and in respect of all tenancy matters relating to premises and tenancies covered under clauses (c) to (i) of sub-section (1) of section 3 by or under the Transfer of Property Act, 1882.

4 of 1882.

(2) The Central Government may also, by notification in the Official Gazette, appoint as many additional Rent Authorities as it thinks fit and an additional Rent Authority shall perform such of the functions of the Rent Authority as may, subject to the control of the Central Government, be assigned to him in writing by the Rent Authority and in the discharge of these functions, an additional Rent Authority shall have and shall exercise the same powers and discharge the same duties as the Rent Authority.

(3) A person shall not be qualified for appointment as a Rent Authority or an additional Rent Authority unless he has for at least ten years held a judicial office in India or has for at least ten years been practising as an advocate or a pleader in India.

Powers
of Rent
Autho-
rity.

44. (1) The Rent Authority may—

- (a) transfer any proceeding pending before him for disposal to any additional Rent Authority, or
- (b) withdraw any proceeding pending before any additional Rent Authority and dispose it of himself or transfer the proceeding for disposal to any other additional Rent Authority.

(2) The Rent Authority shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908, when trying a suit, in respect of the following matters, namely:—

5 of 1908.

- (a) summoning and enforcing the attendance of any person and examining him on oath;
- (b) requiring the discovery and production of documents;
- (c) issuing commissions for the examination of witnesses;
- (d) any other matter which may be prescribed,

and any proceeding before the Rent Authority shall be deemed to be a judicial proceeding within the meaning of section 193 and section 228, and for the purpose of section 196, of the Indian Penal Code, and the Rent

45 of 1860

Authority shall be deemed to be a civil court for the purpose of section 195 but not for the purposes of Chapter XXVI of the Code of Criminal Procedure, 1973.

2 of 1974

(3) For the purposes of holding any inquiry or discharging any duty under this Act, the Rent Authority may,—

(a) after giving not less than twenty-four hours' notice in writing, enter and inspect or authorise any officer subordinate to him to enter and inspect any premises at any time between sunrise and sunset; or

(b) by written order, require any person to produce for his inspection all such accounts, books, or other documents relevant to the inquiry at such time and at such place as may be specified in the order.

(4) The Rent Authority may, if he thinks fit, appoint one or more persons having special knowledge of the matter under consideration as an assessor or assessors to advise him on the proceeding before him.

(5) Any fine imposed by a Rent Authority under this Act shall be paid by the person fined within such time as may be allowed by the Rent Authority and the Rent Authority may, for good and sufficient reason, extend the time, and in default of such payment, the amount shall be recoverable as fine under the provisions of the Code of Criminal Procedure, 1973, and the Rent Authority shall be deemed to be a magistrate under the said Code for the purposes of such recovery.

2 of 1974.

59 of 1958.

(6) An order made by a Rent Authority or the Tribunal under this Act or an order made by a Controller, or an order passed on appeal, under the Delhi Rent Control Act, 1958 shall be executable by a Rent Authority designated by the Tribunal in this behalf and for the purpose the Rent Authority so designated shall have all the powers of a civil court.

45. (1) No order which prejudicially affects any person shall be made by the Rent Authority under this Act without giving him a reasonable opportunity of showing cause against the order proposed to be made and until his objections, if any, and any evidence he may produce in support of the same have been considered by the Rent Authority.

Procedure
to be
followed
by Rent
Authority.

(2) Subject to any rules that may be made under this Act and the other provisions of this Act, the Rent Authority shall, while holding an inquiry in any proceeding before him, follow as far as may be the practice and procedure of a court of small causes, including the recording of evidence.

(3) The Rent Authority shall not ordinarily allow more than three adjournments at the request of a party throughout the proceedings and in case he decides to do so, he shall inform the Chairman the reasons therefor and order to pay the other party the reasonable cost.

(4) The Rent Authority shall issue summons in relation to every application under this Act in the form specified in Schedule IV.

(5) The Rent Authority shall, in addition to, and simultaneously with the issue of summons for service on the opposite party, also direct the

summons to be served by registered post, acknowledgment due, addressed to the opposite party or his agent empowered to accept the service at the place where the opposite party or his agent actually and voluntarily resides or carries on business or personally works for gain and may, if the circumstances of the case so require, also direct the publication of the summons in a newspaper circulating in the locality in which the opposite party is last known to have resided or carried on business or personally worked for gain.

(6) When an acknowledgment purporting to be signed by the opposite party or his agent is received by the Rent Authority or the registered article containing the summons is received back with an endorsement purporting to have been made by a postal employee to the effect that the opposite party or his agent had refused to take delivery of the registered article, the Rent Authority may declare that there has been a valid service of summons.

(7) (a) An application under section 21 shall be dealt with in accordance with the procedure specified in this sub-section

(b) The Rent Authority shall commence the hearing of the application within seven days of the filing thereof and shall dispose of the same within thirty days of starting of such hearing, failing such commencement of hearing or disposal of application within such time, the Rent Authority shall inform the Chairman of the Tribunal the reasons therefor.

(8) (a) Every application by a landlord for the recovery of possession of any premises on the ground specified in clause (e) or clause (f) or clause (r) of sub-section (2) of section 22, or under section 23, or under section 24, or under section 25, or under section 26, or under section 33, shall be dealt with in accordance with the procedure specified in this sub-section.

(b) The tenant on whom the summons is duly served (whether in the ordinary way or by registered post) in the form specified in Schedule IV shall not contest the prayer for eviction from the premises unless he files an affidavit stating the grounds on which he seeks to contest the application for eviction and obtains leave from the Rent Authority as hereinafter provided; and in default of his appearance in pursuance of the summons or his obtaining such leave, the statement made by the landlord in the application for eviction shall be deemed to be admitted by the tenant and the applicant shall be entitled to an order for eviction on the ground aforesaid.

(c) The Rent Authority shall give to the tenant leave to contest the application if the affidavit filed by the tenant discloses such facts as would desentitle the landlord from obtaining an order for the recovery of possession of the premises.

(d) Where leave is granted to the tenant to contest the application the Rent Authority shall ordinarily commence the hearing of the application within seven days of the grant of such leave and shall provide day to day hearing and shall dispose of the application within thirty days of starting of such hearing, failing such commencement of hearing or disposal of application within such time, the Rent Authority shall inform the Chairman of the Tribunal the reasons therefor.

(c) Where the leave to contest under clause (c) is denied to the tenant, he may file an application for review before the Rent Authority within ten days of such denial and the Rent Authority shall endeavour to dispose of such application within seven days of its filing.

(9) Every application made to the Rent Authority shall be heard as expeditiously as possible and, subject to the provisions of sub-sections (7) and (8), endeavour shall be made to conclude the hearing and to dispose of the application within six months of it being filed.

(10) In all proceedings before him, the Rent Authority shall consider the question of costs and award such costs to or against any party as that Rent Authority considers reasonable.

CHAPTER VII

DELHI RENT TRIBUNAL

46. The Central Government shall, by notification in the Official Gazette, establish a Tribunal, to be known as the Delhi Rent Tribunal to exercise the jurisdiction, powers and authority conferred on it by or under this Act.

Establishment of
Delhi
Rent
Tribunal.

47. (1) The Tribunal shall consist of a Chairman and such number of other Members, being not less than three, as the Central Government may deem fit and, subject to the other provisions of this Act, the jurisdiction, powers and authority of the Tribunal may be exercised by the Benches thereof.

Composition of
Tribunal
and
Benches
thereof.

(2) Subject to the other provisions of this Act, a Bench shall consist of one or more Members, as the Chairman may decide in accordance with the rules as may be prescribed.

(3) Notwithstanding anything contained in sub-section (1), the Chairman may transfer other Member from one Bench to another Bench.

(4) Subject to the other provisions of this Act, the Benches of the Tribunal shall ordinarily sit at such places in the National Capital Territory of Delhi as the Central Government may, by notification in the Official Gazette specify.

48. (1) A person shall not be qualified for appointment as the Chairman unless he—

Qualifications for appointment as Chairman and Members.

(a) is, or has been, a Judge of a High Court; or

(b) has, for at least three years, held the office of a Member; or

(c) is, or has been, a Member of the Indian Legal Service and has held, for at least three years, a post in Grade I of that Service; or

(d) has, for at least three years, held the post of a Secretary in the Law Department of a State Government.

(2) A person shall not be qualified for appointment as a Member, unless he—

(a) has, for at least eight years, held the post of Rent Authority; or

(b) has, for at least five years, held the post of a District Judge; or

(c) is, or has been, a Member of the Indian Legal Service in Grade I of that Service; or

(d) has, for at least two years, held the post of a Secretary in the Law Department of a State Government; or

(e) has, for at least ten years, been an Advocate.

(3) Subject to the provisions of sub-sections (4) and (5), the Chairman and other Members of the Tribunal shall be appointed by the President of India after consultation with the Chief Justice of India.

(4) The Chairman and other Members shall be appointed by the President of India on the recommendation of a Selection Committee appointed by the Central Government consisting of the following, namely:—

(a) Chief Justice of the High Court of Delhi or his nominee who shall be a sitting Judge of the High Court;

(b) Chairman of the Tribunal (except in case of the appointment of the Chairman);

(c) Secretary to the Government of India in the Ministry dealing with Legal Affairs;

(d) Secretary to the Government of India in the Ministry dealing with Urban Development;

(e) Chief Secretary to the Government of the National Capital Territory of Delhi.

(5) The Selection Committee shall recommend a person for appointment as Chairman or other Member from amongst the persons on the list of candidates prepared by the Ministry dealing with Urban Development in consultation with the Department dealing with Justice of the Government of India in accordance with the procedure as may be prescribed.

49. The Chairman or any other Member shall hold office as such for a term of five years from the date on which he enters upon his office, but shall be eligible for re-appointment for another term of five years:

Provided that no Chairman or any other Member shall hold office as such after he has attained.—

(a) in the case of the Chairman, the age of sixty-five years; and

(b) in the case of any other Member, the age of sixty-two years.

50. (1) In the event of occurrence of any vacancy in the office of the Chairman by reason of his death, resignation or otherwise, the senior-most Member shall act as Chairman until the date on which a new Chairman, appointed in accordance with the provisions of this Act to fill such vacancy, enters upon his office.

(2) When the Chairman is unable to discharge his functions owing to his absence, illness or any other cause the seniormost Member shall discharge the functions of the Chairman until the date on which the Chairman resumes his office.

Term of office.

Senior-most Member to act as Chairman or discharge

his functions in certain circumstances

51. The salaries and allowances payable to, and the other terms and conditions of service (including pension, gratuity and other retirement benefits) of, the Chairman and other Members shall be such as may be prescribed:

Provided that neither the salary and allowances nor the other terms and conditions of service of the Chairman or any other Member shall be varied to his disadvantage after his appointment.

Salaries,
allow-
ances
and
other
terms
and
condi-
tions of
services
of
Chairman
and
other
Members.

52. (1) The Chairperson or any other Member may, by notice in writing under his hand addressed to the President of India, resign his office.

Provided that the Chairman or any other Member shall, unless he is permitted by the President of India to relinquish his office sooner, continue to hold office until the expiry of three months from the date of receipt of such notice or until a person duly appointed as his successor enters upon his office or until the expiry of his term of office, whichever is the earliest.

(2) The Chairman or any other Member shall not be removed from his office except by an order made by the President of India on the ground of proved misbehaviour or incapacity after an inquiry made by a Judge of the Supreme Court in which such Chairman or other Member had been informed of the charges against him and given a reasonable opportunity of being heard in respect of those charges.

(3) The Central Government may, by rules, regulate the procedure for the investigation of misbehaviour or incapacity of the Chairman or other Member referred to in sub-section (2).

Resigna-
tion and
removal.

53. On ceasing to hold office,—

(a) the Chairman of the Tribunal shall be ineligible for further employment either under the Government of India or under the Government of a State;

(b) a Member, other than the Chairman, of the Tribunal shall, subject to the other provisions of this Act, be eligible for appointment as the Chairman or Member of any other tribunal, but not for any other employment either under the Government of India or under the Government of a State;

(c) the Chairman or other Member shall not appear, act or plead before the Tribunal.

Join-
ing as
to the
holding
of offices
by Chair-
man
and
Member
on ceas-
ing to be
such
Chair-
man or
Member.

Explanation.—For the purposes of this section, employment under the Government of India or under the Government of a State includes employment under any local or other authority within the territory of India or under the control of the Government of India or under any corporation or society owned or controlled by the Government.

Financial
and ad-
minis-
trative
powers of
Chairman.

54. The Chairman shall exercise such financial and administrative powers over the Benches as may be prescribed:

Provided that the Chairman shall have authority to delegate such of his financial and administrative powers as he may think fit to any other Member or any officer of the Tribunal, subject to the condition that such Member or officer shall, while exercising such delegated powers, continue to act under the direction, control and supervision of the Chairman.

Staff of
the
tribunal.

55. (1) The Central Government shall determine the nature and categories of the officers and other employees required to assist the Tribunal in the discharge of its functions and provide the Tribunal with such officers and other employees as it may think fit.

(2) The salaries and allowances and conditions of service of the officers and other employees of the Tribunal shall be such as may be prescribed.

(3) The officers and other employees of the Tribunal shall discharge their functions under the general superintendence of the Chairman.

Distribu-
tion of
business
among
the
Benches.

56. The Chairman may make provisions as to the distribution of the business of the Tribunal among its Benches.

Jurisdic-
tion,
Powers
and
Authority
of the
Tribunal.

57. (1) Save as otherwise expressly provided in this Act, the Tribunal shall exercise, on and from the date with effect from which it is established under section 46, all the jurisdiction, powers and authority exercisable immediately before that date by all courts (except the Supreme Court) in relation to—

- (a) all appeals from the orders of the Rent Authority under this Act;
- (b) any other matter arising from the provisions of this Act;
- (c) review of its own orders and decisions.

(2) The Tribunal may, either on its own motion or on application of any of the parties and after notice to the parties and after hearing such of them as it may desire to be heard, call for records of any case pending before the Rent Authority under this Act, and either itself try the case or give direction for disposal of the case by such Rent Authority.

(3) The Tribunal shall have powers to effect a conciliation between the parties in any case pending before it.

Power
to
punish
for
contempt.

58. The Tribunal shall have, and exercise, the same jurisdiction, powers and authority in respect of contempt of itself or of the Rent Authority under this Act as a High Court has and may exercise and, for this purpose, the provisions of the Contempt of Courts Act, 1971, shall have effect subject to the modification that—

- (a) the references therein to a High Court shall be construed as including a reference to the Tribunal;
- (b) in section 13 of the said Act, the references to the Advocate-General shall be construed as a reference to the Attorney-General or the Solicitor-General or the Additional Solicitor-General;

(c) in sections 6, 10, 11A, 12, 15 and 17 of the said Act, the references therein to subordinate Court or Court subordinate, shall be construed as including a reference to Rent Authority under this Act; and

(d) the references, in section 14 of the Act, to Chief Justice, Judge or Judges shall be construed as including a reference to Chairman, Member or Members.

59. (1) Subject to the other provisions of this Act, a person aggrieved by any order pertaining to any matter within the jurisdiction of the Tribunal may make an application to the Tribunal for the redressal of his grievance.

Application to Tribunal.

(2) Every application under sub-section (1) shall be in such form and be accompanied by such affidavits, documents or any other evidence and by such fee in respect of the filing or such application and by such other fees for the service or execution of processes as may be prescribed.

(3) On receipt of an application under sub-section (1), the Tribunal shall, if satisfied after such inquiry as it may deem necessary, that the application is a fit case for adjudication or trial by it, admit such application; but where the Tribunal is not so satisfied; it may summarily reject the application after recording its reasons.

5 of 1908

60. (1) The Tribunal shall not be bound by the procedure laid down in the Code of Civil Procedure, 1908, but shall be guided by the principles of natural justice and, subject to the other provisions of this Act and of any rules made by the Central Government, the Tribunal shall have power to lay down and regulate its own procedure, including the fixing of places and times of its inquiry and deciding whether to sit in public or in private.

Procedure of Tribunal.

(2) The Tribunal shall decide every application made to it as expeditiously as possible and on a perusal of documents, affidavits and written representations and after hearing such oral arguments as may be advanced:

Provided that where the Tribunal deems it necessary for reasons to be recorded in writing, it may allow oral evidence to be adduced.

5 of 1908

(3) The Tribunal shall have, for the purposes of discharging its functions under this Act, the same powers as are vested in a civil court under the Code of Civil Procedure, 1908, while trying a suit, in respect of the following matters, namely:—

1 of 1872

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of documents;

(c) receiving evidence on affidavits;

(d) subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872, requisitioning any public record or document or copy of such record or document from any office;

(e) issuing commissions for the examination of witnesses or documents;

- (f) reviewing its orders and decisions;
- (g) dismissing an application or appeal for default or deciding it *ex parte*;
- (h) setting aside any order of dismissal of any application or appeal for default or any order passed by it *ex parte*;
- (i) for the execution of its orders and decisions and orders and decisions of Rent Authority under this Act, like decree of a civil court without reference to any civil court; and
- (j) any other matter which may be prescribed.

(4) No adjournment shall be granted by the Tribunal without recording the reasons justifying the grant of such adjournment in the case and costs shall be awarded, if a party asks for adjournment for third and subsequent times.

**Appeal
to the
Tribunal.**

61. (1) Any person aggrieved by an order passed or a decision made by the Rent Authority may, within thirty days from the date of such order or decision, prefer an appeal in writing to the Tribunal in the prescribed form and accompanied by a certified copy of the order or decision appealed against and by such fees as may be prescribed:

Provided that an appeal may be admitted after the expiry of the said period of thirty days, if the appellant satisfies the Tribunal that he had sufficient cause for not preferring the appeal within the specified period

(2) In computing the aforesaid period of thirty days, the time taken in obtaining a certified copy of the order or decision appealed against shall be excluded.

(3) An appeal shall lie to the Tribunal from every order or decision of Rent Authority made under this Act both on question of law and facts:

Provided that no appeal shall lie from an order or decision of the Rent Authority made under section 11, section 12, section 21 or section 33 of this Act.

(4) On receipt of an appeal under sub-section (1), the Tribunal shall, if satisfied after such inquiry as it may deem necessary, that the appeal is a fit case for adjudication by it, admit such appeal; but where the Tribunal is not so satisfied, it may summarily reject the appeal after recording its reason.

(5) The Tribunal shall endeavour to dispose of an appeal against the order or decision of the Rent Authority under clause (e), clause (f) or clause (r) of sub-section (2) of section 22 or section 23, 24, 25, 26 or 33 within one month of filing of such appeal.

**Conditions as
to making of
interim
orders.**

62. Notwithstanding anything contained in any other provisions of this Act or in any other law for the time being in force, no interim order (whether by way of injunction or stay or in any other manner) shall be made on, or in any proceeding relating to, an application or appeal unless—

(a) copies of such application or appeal and of all documents in support of the plea for such interim order are furnished to the

party against whom such application is made or appeal is preferred; and

(b) opportunity is given to such party to be heard in the matter:

Provided that the Tribunal may dispense with the requirements of clauses (a) and (b) and make an interim order as an exceptional measure if it is satisfied, for reasons to be recorded in writing, that it is necessary so to do for preventing any loss being caused to the applicant or the appellant, as the case may be, which cannot be adequately compensated in money; but any such interim order shall, if it is not sooner vacated, cease to have effect on the expiry of a period of fourteen days from the date on which it is made unless the said requirements have been complied with before the expiry of that period and the Tribunal has continued the operation of the interim order.

63. A person making an application or preferring an appeal to the Tribunal under this Act may either appear in person or take the assistance of a legal practitioner of his choice to present his case before the Tribunal.

Right of applicant to take assistance of legal practitioner.

64. On the application of any of the parties and after notice to the parties, and after hearing such of them as he may desire to be heard, or on his own motion without such notice, the Chairman may transfer any case pending before one Bench, for disposal, to any other Bench.

Power of Chairman to transfer cases from one Bench to another.

65. The decision of a Bench consisting of more than one Member on any point shall, where there is a majority, be according to the opinion of the majority, and where there is no majority and the Members are equally divided in their opinion, they shall draw up a statement of the case setting forth the point or points on which they differ and make a reference to the Chairman, and on receipt of such reference, the Chairman may arrange for the hearing of such point or points by one or more of the other Members (including, if he did not preside over such Bench, himself) and such point or points shall be decided according to the opinion by the majority of the Members who have heard the case, including those who had first heard it.

Decision to be by majority.

66. On and from the date from which any jurisdiction, powers and authority becomes exercisable under this Act by the Tribunal in relation to any matter, no court (except the Supreme Court) shall have, or be entitled to exercise any jurisdiction, powers or authority in relation to such matter.

Exclusion of jurisdiction of courts except the Supreme Court.

Transfer
of pending
cases.

67. On the commencement of this Act, all cases pertaining to the matters in respect of which the Tribunal shall have jurisdiction under this Act including the cases under the Transfer of Property Act, 1882 in respect of premises and tenancies covered under clauses (c) to (i) of sub-section (1) of section 3 and pending in the High Court and all cases pending in the Rent Control Tribunal or additional Rent Control Tribunal constituted under the Delhi Rent Control Act, 1958 shall stand transferred to the Tribunal and the Tribunal may proceed with the matter either *de novo* or from the stage it was so transferred.

4 of 1882.

Proceedings
before
the
Tribunal
to be
judicial
proceedings.

68. All proceedings before the Tribunal shall be deemed to be judicial proceedings within the meaning of sections 193, 219 and 228 of the Indian Penal Code.

45 of 1860

Members
and
staff of
Tribunal
to be
public
servants.

69. The Chairman and other Members and the officers and other employees provided under section 55 to the Tribunal shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code.

Protection
of action
taken
in good
faith.

70. No suit, prosecution or other legal proceeding shall lie against the Central Government or against the Chairman or other Member of the Tribunal, or any other person authorised by such Chairman or other Member, for anything which is in good faith done or intended to be done in pursuance of this Act or any rule or order made thereunder.

Criminal
Jurisdiction
of
the
Tribunal.

71. (1) No court other than the Tribunal shall try any offence punishable under this Act.

(2) The Tribunal shall not take cognizance of an offence punishable under this Act, unless the complaint in respect of the offence has been made within three months from the date of the commission of the offence.

(3) Every complaint referred to in sub-section (2) shall set forth the facts which constitute the offence alleged, the nature of such offence and such other particulars as are reasonably sufficient to summon the accused and to give him notice of the offence alleged to have been committed and to notify the Public Prosecutor to conduct the prosecution.

(4) The Tribunal shall observe the same procedure for trial of offences under this Act as the High Court would observe if it were trying the case under section 474 of the Code of Criminal Procedure, 1973 and for that purpose the Tribunal shall be deemed to be High Court under the said Code.

2 of 1974

Amend
ment of
orders

72. Clerical or arithmetical mistakes in any order passed by the Tribunal or Rent Authority or errors arising therein from any accidental slip or omission may, at any time, be corrected by the Tribunal or, as the case may be, the Rent Authority on an application received in this behalf from any of the parties or otherwise.

73. Save as otherwise expressly provided in this Act, every order made by the Rent Authority or an order passed on appeal under this Act shall be final and shall not be called in question in any original suit, application or execution proceeding. Finality of orders.

CHAPTER VIII

PENALTIES

33 of 1958.

74. (1) In a case where the tenant applies for fixation of standard rent under section 11 for the premises the standard rent of which had been fixed in a previous tenancy under the Delhi Rent Control Act, 1958 or under this Act, the landlord shall, on a request from the tenant, intimate in writing to such tenant the standard rent so fixed and in case the landlord fails to do so, he shall be punishable with fine of one thousand rupees or double the standard rent fixed in the previous tenancy, whichever is more. Penalties

(2) If any landlord or tenant contravenes the provisions of sub-section (1) of section 21, he shall be punishable with fine equivalent in amount to the rent for three months or with one month's imprisonment, or with both, and shall also be liable to fine of one hundred rupees for each day commencing on the date of cutting off or withholding essential supply or service till the date the essential supply or service is restored.

(3) If any tenant sub-lets, assigns or otherwise parts with the possession of the whole or part of any premises in contravention of the provisions of clause (b) of sub-section (2) of section 22, he shall be punishable with fine which may extend to five thousand rupees, or double the rent received by the tenant for sub-letting for every month till such time the cause of complaint ceases, whichever is more or with imprisonment for a term of one month.

(4) If any landlord makes a false statement in his affidavit under paragraph (i) of *Explanation I* to clause (r) of sub-section (2) of section 22 he shall be punishable with fine which may extend to five thousand rupees, or double the rent receivable for a period of three years in case it has been re-let, whichever is more.

(5) If any landlord re-lets or transfers the whole or any part of any premises in contravention of sub-section (1) of section 31, he shall be punishable with fine which may extend to five thousand rupees, or double the rent the landlord receives after re-letting whichever is more, or imprisonment which may extend to one month.

*Explanation.—*For the purposes of this sub-section and sub-section (3) of section 75, in cases where it is difficult to prove the rent which the landlord or the tenant, as the case may be, is receiving after re-letting or sub-letting, the fine may extend to five thousand rupees

(6) If, after the tenant has delivered possession, the landlord fails to commence the work of repairs or building or re-building, as the case may be, within three months of the specified date under sub-section (3) of section 32, he shall be punishable with fine equivalent to rent for three months.

(7) If a landlord contravenes the provisions of sub-section (2) of section 32, he shall be punishable with fine which may extend to six months' rent of the premises.

(8) If a tenant fails to make re-entry under sub-section (2) of section 32 within three months from the date of the completion of repairs or building or rebuilding, as the case may be, intimated in writing by the landlord without reasonable excuse, he shall forfeit his right to re-entry and shall be punishable with fine equivalent to three months' rent of the premises.

CHAPTER IX

MISCELLANEOUS

Jurisdiction of civil courts barred in respect of certain matters.

Rent Authorities to be public servants.

Protection of action taken in good faith.

Special provision regarding decrees affected by the Delhi Tenants (Temporary Protection) Act, 1956 and the Delhi Rent Control Act, 1958.

75. Save as otherwise expressly provided in this Act, no civil court shall entertain any suit or proceedings in so far as it relates to any matter to which this Act applies or to any other matter which the Rent Authority is empowered by or under this Act to decide, and no injunction in respect of any action taken or to be taken by the Rent Authority or the Tribunal under this Act shall be granted by any civil court or other authority.

76. All Rent Authorities and additional Rent Authorities appointed under this Act shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code.

15 of
1360.

77. No suit, prosecution or other legal proceeding shall lie against any Rent Authority or additional Rent Authority in respect of anything which is in good faith done or intended to be done in pursuance of this Act.

78. Where any decree or order for the recovery of possession of any premises to which the Delhi Tenants (Temporary Protection) Act, 1956 or the Delhi Rent Control Act, 1958, applies is sought to be executed on the lesser of operation of any of those Acts in relation to those premises, the Rent Authority executing the decree or order may, on the application of the person against whom the decree or order has been passed or otherwise, reopen the case and if it is satisfied that the decree or order could not have been passed if this Act had been in force on the date of the decree or order the Rent Authority may, having regard to the provisions of this Act, set aside the decree or order or pass such other order in relation thereto as he thinks fit.

97 of
1956.
59 of
1958.

59 of 1958

79. On the commencement of this Act, all cases pertaining to the matters in respect of which the Rent Authority shall have jurisdiction under this Act and pending before the Controller under the Delhi Rent Control Act, 1958 or any other court shall stand transferred to the Rent Authority and the Rent Authority shall proceed with the matter either *de novo* or from the stage it was transferred.

Transfer of pending cases to Rent Authority.

80. (1) If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order published in the Official Gazette, make such provisions not inconsistent with the provisions of this Act as may appear to be necessary for removing the difficulty:

Power of Central Government to remove difficulties.

Provided that no order shall be made under this section after the expiry of two years from the commencement of this Act.

(2) Every order made under this section shall, as soon as may be after it is made, be laid before each House of Parliament.

81. (1) The Central Government may, by notification in the Official Gazette, make rules for the purpose of carrying out the provisions of this Act.

Power to make rules.

(2) In particular, and without prejudice to the generality of the foregoing powers, such rules may provide for all or any of the following matters, namely:—

(a) the period within which agreements shall be registered under sub-section (2) of section 4;

(b) the authority before whom, the form and the manner in which and the period within which the landlord and the tenant shall separately file the particulars about the tenancy under the proviso to sub-section (3) of section 4;

(c) the manner of making application under sub-section (1) of section 11;

(d) the valuer whose assistance may be taken by the Rent Authority and the manner of assessment to be carried out by him under sub-section (2) of section 11;

(e) the manner of depositing rent or other charges under sub-section (1) of section 16;

(f) the particulars under clause (e) of sub-section (2) of section 16;

(g) the manner of sending copy of application to landlord under sub-section (3) of section 16;

(h) the manner in which the deposited rent or other charges to be paid to the applicant under sub-section (4) of section 16;

(i) the manner of giving notice to the tenant under sub-section (3) of section 20;

(j) the manner in which the application under sub-section (2) of section 22 shall be made to the Rent Authority;

(k) the manner in which a notice shall be given under proviso to clause (c) of sub-section (2) of section 22;

- (l) the manner in which notices to the landlord shall be given by the tenant or sub-tenant under section 29;
- (m) the manner in which permission of the Rent Authority shall be obtained by the landlord under section 31;
- (n) the time within which applications to be made under sub-section (2) of section 31 or sub-section (3) and sub-section (4) of section 32;
- (o) the manner in which the permission of the Rent Authority shall be obtained by the landlord under section 33;
- (p) the time within which the application shall be made to the Rent Authority by the landlord under section 33;
- (q) the powers of a civil court which may be vested in the Rent Authority under clause (d) of sub-section (2) of section 45;—
- (r) the number of Members in the Benches to be decided by the Chairman under sub-section (2) of section 47;
- (s) the procedure in accordance with which a list of candidates shall be prepared by the Ministry of Urban Development in consultation with the Department of Justice of the Government of India under sub-section (5) of section 48;
- (t) the salaries and allowances payable to, and the other terms and conditions of service (including pension, gratuity and other retirement benefits) of, the Chairman and other Members under section 51;
- (u) procedure under sub-section (3) of section 52, for the investigation of misbehaviour or incapacity of the Chairman or other Member referred to in sub-section (2) of the said section;
- (v) the financial and administrative powers of the Chairman under section 54;
- (w) the salaries and allowances and conditions of service of the officers and other employees of the Tribunal under sub-section (2) of section 55;
- (x) the form of application under sub-section (1) of section 59 and the affidavits, documents or any other evidence and the fee in respect of filing of the said application and the other fees for the service or execution of processes as mentioned in sub-section (2) of the said section;
- (y) the matters to be prescribed under clause (j) of sub-section (3) of section 60;
- (z) the form of appeal and the fee payable under sub-section (1) of section 61;
- (za) any other matter which has to be, or may be, prescribed.

(3) Every rule made under this Act shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session,

for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

59 of 1958.

82. (1) The Delhi Rent Control Act, 1958, is hereby repealed.

Repeal
and
savings.

(2) Notwithstanding such repeal and subject to the provisions of section 67 and section 79 all cases and other proceedings under the said Act pending, at the commencement of this Act, shall be continued and disposed of in accordance with the provisions of this Act.

59 of 1958.

(3) Notwithstanding such repeal all leases relating to the premises taken by the Government on lease under section 47 of the Delhi Rent Control Act, 1958 shall cease on the expiration of a period of six months from the date of commencement of this Act, unless sooner determined by the Government.

SCHEDULE I

(See sections 6 and 7)

The rent enhanceable under clause (a) of sub-section (1) of section 6 or sub-section (1) of section 7, as the case may be, shall be calculated at the rates shown in column (2) of Table I given below, compounding on an yearly basis, with reference to the date of agreement in the case of rent agreed to between the landlord and the tenant, and the date of commencement of construction in the case of standard rent, to arrive at the rent payable for the period for which rent is to be determined:

Provided that the total amount of enhancement as so calculated till the commencement of this Act shall be restricted in respect of a premises on the basis of its size as indicated in column (1) of Table II to such percentage as is specified in the corresponding entry in column (2) of the said Table:

Provided further that the enhancement in the case of a tenancy entered into before the commencement of this Act shall be effected gradually in five equal yearly instalments:

Explanation.—The base for calculation of annual enhancement of rent after the commencement of this Act shall be the rent payable in a year as if the total enhancement of rent due at the commencement of this Act came into effect immediately rather than gradually over a five year period, and such annual enhancement of rent shall be payable in addition to the graduated enhancement:

Provided also that in relation to a landlord, referred to in section 26, who is a widow, a handicapped person or a person of the age of sixty-five years or more, the enhancement of rent shall not be spread over a period of five years but come into force with immediate effect.

TABLE I

Date of agreement/commencement of construction (1)	Rate of enhancement of rent (2)
1. Up to 31st December, 1949	Two per cent.
2. On and from 1st January, 1950 to 31st December, 1960	Four per cent.
3. On and from 1st January, 1961 to 31st December, 1970	Six per cent.
4. On and from 1st January, 1971 to 31st December, 1994	(i) Eight per cent, for residential premises; (ii) ten per cent, for non-residential premises.
5. On and from 1st January, 1995 onwards	Seventy-five per cent, of annual inflation rate based on Wholesale Price Index in the case of residential premises and hundred per cent. of such rate in the case of non-residential premises.

TABLE II

Size of premises (built-up area) (1)	Permitted enhancement of rent (2)
1. Residential premises of 25 square metres or less	Twenty-five per cent.
2. Residential premises of more than 25 square metres but 40 square metres or less	Fifty per cent.
3. Residential premises of more than 40 square metres but 80 square metres or less	Seventy-five per cent.
4. Residential premises of more than 80 square metres	Hundred per cent.
5. Non-residential premises (irrespective of size)	Hundred per cent.

SCHEDULE II

[See section 8]

1. Air conditioner.
2. Electrical heater.
3. Water cooler.
4. Geyser.
5. Refrigerator.
6. Cooking range.

7. Furniture.
8. Garden meant to be used by the tenant exclusively.
9. Playground meant to be used by the tenant exclusively.
10. Sun-breakers.
11. Usufructs, if any, enjoyed by the tenant.

SCHEDULE III

(See sections 19 and 20)

A. *Structural repairs to be got done by the landlord*

1. Structural repairs, except those necessitated by damage caused by the tenant.
2. Whitewashing of walls and painting of doors and windows once in three years.
3. Changing and plumbing pipes, when necessary.
4. Internal and external wiring and related maintenance.

B. *Day to day repairs to be got done by the tenant*

1. Changing of tap washers and taps.
2. Drain cleaning.
3. Water closet repairs.
4. Wash basin repairs.
5. Bath tub repairs.
6. Geyser repairs.
7. Circuit breakers repairs.
8. Switches and sockets repairs.
9. Repairs and replacement of electrical equipment, except major internal and external wiring changes.
10. Kitchen fixtures repairs.
11. Replacement of knobs and locks of doors, cup-boards, windows, etc.
12. Replacement of flynets.
13. Replacement of glass panels in windows, doors, etc.
14. Maintenance of gardens and open spaces let-out to the tenant.

SCHEDULE IV

[See sub-section (4) of section 45]

Form of Summons

(Name, description and place of residence of the tenant)

Whereas Shri _____ has filed an application (a copy of which is annexed) for _____ on the grounds specified in section _____.

You are hereby summoned to appear before the Rent Authority within (*) days of the service hereof and file a reply within ____ days in default whereof the matter shall be heard and disposed of *ex parte*.

(**) You are to obtain the leave of the Rent Authority to contest the application for eviction on the ground_____, in default whereof, the applicant will be entitled at any time after the expiry of the said period of fifteen days to obtain an order for your eviction from the said premises.

Leave to appear and contest the application may be obtained on an application to the Rent Authority supported by an affidavit as is referred to in clause (b) of sub-section (7) of section 45.

Given under my hand and seal of the Rent Authority/additional Rent Authority:

This _____ day of _____ 19_____.

Rent Authority/
(Seal) Additional Rent Authority

*To be filled in.

**Strike off portion not applicable.

Notes:—

*For cases covered under clauses (e) and (f) of sub-section (2) of section 22 and sections 23, 24, 25, 26 and 33 indicate fifteen days and for other cases indicate thirty days.

**For only cases covered under clause (a) of sub-section (8) of section 45.

STATEMENT OF OBJECTS AND REASONS

The relations between landlords and tenants in the National Capital Territory of Delhi are presently governed by the Delhi Rent Control Act, 1958. This Act came into force on the 9th February, 1959. It was amended thereafter in 1960, 1963, 1976, 1984 and 1988. The amendments made in 1988 were based on the recommendations of the Economic Administration Reforms Commission and the National Commission on Urbanisation. Although they were quite extensive in nature, it was felt that they did not go far enough in the matter of removal of disincentives to the growth of rental housing and left many questions unanswered and problems unaddressed. Numerous representations for further amendments to the Act were received from groups of tenants and landlords and others.

2. The demand for further amendments to the Delhi Rent Control Act, 1958 received fresh impetus with the tabling of the National Housing Policy in both Houses of Parliament in 1992. The Policy has since been considered and adopted by Parliament. One of its major concerns is to remove legal impediments to the growth of housing in general and rental housing in particular. Paragraph 4,6, 2 of the National Housing Policy specifically provides for the stimulation of investment in rental housing especially for the lower and middle income groups, by suitable amendments to rent control laws by State Governments. The Supreme Court of India has also suggested changes in rent control laws. In its judgment in the case of Prabhakaran Nair Vs. State of Tamil Nadu the Court observed that the laws of landlords and tenants must be made rational, humane, certain and capable of being quickly implemented. In this context, a Model Rent Control Legislation was formulated by the Central Government and sent to the States to enable them to carry out necessary amendments to the prevailing rent control laws. Moreover, the Constitution (Seventy-Fifth Amendment) Act 1994 was passed to enable the State Governments to set up State-level rent tribunals for speedy disposal of rent cases by excluding the jurisdiction of all courts except the Supreme Court.

3.. In the light of the representation and developments referred to above, it has been decided to amend the rent control law prevailing in Delhi. As the amendments are extensive and substantial in nature, instead of making changes in the Delhi Rent Control Act 1958, it is proposed to repeal and replace the said Act by enacting a fresh legislation.

4. To achieve the above purposes, the present Bill, *inter alia*, seeks to provide for the following, namely:—

- (a) exemption of certain categories of premises, and tenancies from the purview of the proposed legislation;
- (b) creation of tenancy compulsorily to be by written agreement;
- (c) compulsory registration of all written agreements of tenancies except in certain circumstances;

- (d) limit the inheritability of tenancies;
- (e) redefine the concept of rent payable and provide for its determination, enhancement and revision;
- (f) ensure adequate maintenance and repairs of tenanted premises and facilitate further improvement and addition and alterations of such premises;
- (g) balance the interests of landlords and tenants in the matter of eviction in specified circumstances;
- (h) provide for limited period tenancy and automatic eviction of tenants upon expiry of such tenancy;
- (i) provide for the fixing and revision of fair rate and recovery of possession in respect of hotels and lodging houses;
- (j) provide for a simpler and speedier system of disposal of rent cases through Rent Authorities and Rent Tribunal and by barring the jurisdiction of all courts except the Supreme Court; and
- (k) enhance the penalties for infringement of the provisions of the legislation by landlords and tenants.

5. On enactment the Bill will minimise distortion in the rental housing market and encourage the supply of rental housing both from the existing housing stock and from new housing stock.

6. The Notes on clauses appended to the Bill explain the various provisions of the Bill.

SHEILA KAUL

Note; on clauses

Clause 2.—This clause seeks to define certain words and expressions used in the Bill.

Clause 3.—This clause provides for exemptions of certain categories of premises from the purview of the Bill or certain provisions of it.

Clause 4.—This clause provides for creation of tenancy by agreement in writing and its compulsory registration.

Clause 5.—Sub-clause (1) of this clause provides for inheritability of residential tenancy by the successors in the event of the death of a tenant. Sub-clause (2) specifies that inheritability of tenancy is not applicable to non-residential premises and provides for delivering possession of such premises to the landlord within one year.

Clause 6.—This clause provides for rent payable in relation to a premises and the manner of its increase.

Clause 7.—This clause defines “standard rent” in relation to premises and the manner of its calculation.

Clause 8.—This clause specifies other charges payable by the tenant towards amenities provided by landlord, maintenance charges and to property tax, in addition to the rent.

Clause 9.—This clause provides for revision of rent in certain cases.

Clause 10.—This clause provides for serving of notice by landlord for increasing rent on improvement, addition or structural alterations of the premises let out.

Clause 11.—This clause provides for fixation of standard rent, other charges payable etc., by Rent Authority.

Clause 12.—This clause provides for expeditious fixation of interim rent by the Rent Authority, pending decision on the application for fixation of standard rent.

Clause 13.—This clause specifies the period of limitation for application for fixation of standard rent and power of the Rent Authority to entertain delayed application.

Clause 14.—This clause provides for limitation of liability of collector of rent or middlemen.

Clause 15.—This clause provides for manner of payment of rent or other charges payable by the tenant against receipt to be issued by the landlord.

Clause 16.—Sub-clauses (1) and (2) of this clause provide for deposit of rent or other charges payable with the Rent Authority by the tenant in case of refusal of the landlord to accept rent or his refusal to issue receipt.

Sub-clauses (3) and (4) of this clause provide for the manner of payment/withdrawal of rent or other charges deposited with the Rent Authority.

Sub-clauses (5) and (6) of this clause provide for the imposition of fine by the Rent Authority on the tenant as well as on landlords on charges proved.

Clause 17.—This clause specifies for time limit for making deposit of rent or other charges by the tenant.

Clause 18.—This clause deals with withdrawal and/or forfeiture of rent and other charges deposited with the Rent Authority.

Clause 19.—This clause deals with the duties of the landlord to keep the premises in good tenantable condition.

Clause 20.—This clause deals with the duties of the tenant to keep the premises in good tenantable condition.

Clause 21.—This clause prohibits the landlord/tenant to cut off/withhold essential supply or service without just and sufficient cause.

Clause 22.—This clause provides for the protection of tenant against eviction and the grounds on which the Rent Authority may make order for the recovery of possession of the premises.

Clause 23.—This clause provides for the right to recover immediate possession of premises by a landlord who is in occupation of an accommodation allotted to him by the Government or any local authority and he is to vacate it in pursuance of any general or special order of Government/local authority.

Clause 24.—This clause provides for right to recover immediate possession of premises for self residential use to accrue to members of armed forces released/retired from service or to dependent of a member of any armed force who had been killed in action, or a member of the armed forces having less than one year service remaining preceding the date of retirement from the forces.

Clause 25.—This clause provides for right to recover immediate possession of premises for self residential use to accrue to a Central or State Government employee who has retired or is due to retire in less than one year.

Clause 26.—This clause provides for immediate recovery of possession of premises by landlords who are widows, handicapped persons or persons who are of sixty-five years and above for residential or non-residential use for self or for his/her family or for any one ordinarily living with him/her.

Clause 27.—This clause lays down the manner of payment of rent during eviction proceedings.

Clauses 28 and 29.—These clauses specify restrictions and conditions of sub-letting and its manner of creation and termination.

Clause 30.—This clause specifies cases when sub-tenant is to be treated as tenant.

Clause 31.—This clause provides for re-entry of a tenant and payment of compensation to him in case landlord fails to abide by the conditions under which recovery of possession of a premises was granted to him.

Clause 32.—This clause provides for recovery of possession for repairs and re-building and re-entry of the tenant.

Clause 33.—This clause provides for tenancies for limited period and recovery of possession on the termination of the period thereof. It also provides for damages in case possession is not handed over on termination of tenancy.

Clause 34.—This clause provides for recovery of possession in certain specified cases.

Clause 35.—This clause provides for permission to landlords to construct additional structures without causing any undue hardship to tenant.

Clause 36.—This clause provides for additional construction by landlord on vacant land which is a part of the let out premises.

Clause 37.—This clause deals with applicability of order of recovery of possession of premises.

Clauses 38 to 40.—These clauses provide for applicability of Chapter V of the Bill to hotels and lodging houses in areas to be notified by the Central Government, fixing fair rates and their revision.

Clause 41.—This clause bars charging of amount by manager or owner of the hotel/lodging house in excess of the fair rate earlier fixed.

Clause 42.—This clause provides for the recovery of possession of accommodation by manager of a hotel or the owner of a lodging house, on certain grounds.

Clauses 43 to 45—These clauses provide for the appointment of Rent Authorities and additional Rent Authorities, powers of Rent Authority and procedure to be followed by them.

Clause 46.—This clause provides for the establishment of Delhi Rent Tribunal.

Clause 47.—This clause specifies the composition of Tribunal and Benches thereof.

Clauses 48 to 51.—These clauses deal with the qualifications for appointment as Chairman and Members of the Delhi Rent Tribunal, terms of their office; alternate arrangements enabling seniormost Member to act

as Chairman in certain circumstances, salaries, allowances and conditions of service of Chairman and Members.

Clause 52.—This clause provides for the resignation and removal of Chairman and Members of the Tribunal.

Clause 53.—This clause provides for restrictions on further employment of the Chairman and other Members of the Tribunal.

Clause 54.—This clause deals with the financial and administrative powers of Chairman.

Clause 55.—This clause provides for appointment of staff of the Tribunal, their salaries, allowances and other terms and conditions of service, etc.

Clause 56.—This clause provides for distribution of business among the Benches.

Clause 57.—This clause provides for jurisdiction, powers and authority of the Tribunal.

Clause 58.—This clause provides the Tribunal with power to punish for contempt.

Clause 59.—This clause provides for making application to Tribunal for redressal of grievances pertaining to any order relating to any matter within the jurisdiction of the Tribunal, its admission or rejection.

Clause 60.—This clause deals with the procedure and powers of the Tribunal.

Clause 61.—This clause provides for appeals to the Tribunal against the orders passed by the Rent Authority, their limitation, adjudication and disposal.

Clause 62.—This clause deals with the conditions for making interim orders by the Tribunal.

Clause 63.—This clause provides for right of applicant to take assistance of legal practitioner of his choice or to plead the case personally.

Clause 64.—This clause specifies power of Chairman to transfer cases from one Bench to another.

Clause 65.—This clause provides that decision of a Bench is to be by majority.

Clause 66.—This clause provides for bar of jurisdiction of courts except that of the Supreme Court.

Clause 67.—This clause provides for transfer of all cases pending before High Court, etc., to the Tribunal.

Clause 68.—This clause bestows judicial status to the proceedings before the Tribunal.

Clauses 69 to 70.—These clauses provide that the Chairman, Members and staff of the Tribunal shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code and further make them immune to any legal proceedings for anything done in good faith in pursuance of the provisions of the Bill or rules made thereunder.

Clause 71.—This clause provides for criminal jurisdiction of the Tribunal in respect of the offences punishable under this Bill.

Clauses 72 to 73.—These clauses provide for amendment of orders of Tribunal and Rent Authority due to clerical or arithmetical errors/omissions as well as the finality of orders.

Clause 74.—This clause lists out the penalties for violation of the provisions of the Bill either by the tenant or by the landlord and their quantum.

Clause 75.—This clause provides for bar of jurisdiction of civil courts.

Clauses 76 to 77.—These clauses provide that the Rent Authorities shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code and further make them immune to any legal proceedings for any action taken in good faith in pursuance of the Act or rules made thereunder.

Clause 78.—This clause deals with special provision regarding decree affected by the Delhi Tenants (Temporary Protection) Act, 1956 and Delhi Rent Control Act, 1958.

Clause 79.—This clause provides for transfer of cases pending before the Controller or Additional Controller appointed under the Delhi Rent Control Act, 1958, to the Rent/Authority/Additional Rent/Authority/appointed under the new Act, from a date to be notified by the Central Government.

Clause 80.—This clause empowers the Central Government to remove difficulties that arise in giving effect to the provisions of the Bill. Every order of the Central Government under this clause is to be laid before each House of Parliament. This power is exercisable only for two years from the commencement of the legislation.

Clause 81.—This clause confers powers on the Central Government to make rules for the purposes of carrying out the provisions of this Bill, when enacted and their laying on the Table of the Houses of Parliament.

Clause 82.—This clause provides for repealing the Delhi Rent Control Act, 1958 and saving consequential impact on the cases pending under that Act and certain leases for a period of six months after such repeal.

FINANCIAL MEMORANDUM

Clause 43 of the Bill provides for appointment of Rent Authorities and additional Rent Authorities for adjudication of disputes between landlords and tenants. For the purpose, it is proposed to appoint, initially, 20 Rent Authorities including additional Rent Authorities along with supporting staff to handle the backlog of cases as well as new cases. The expenditure on this account is to be borne by the Government of the National Capital Territory of Delhi.

2. Clause 46 of the Bill provides for the establishment of the Delhi Rent Tribunal. The Tribunal shall consist of a Chairman and not less than three other Members. The Central Government shall determine the nature and categories of officers and other employees required to assist the Tribunal. Clauses 51 and 55 of the Bill contain provisions relating to salaries and allowances (including pension, gratuity and other retirement benefits) payable to the Chairman and other Members as well as officers and other employees of the Tribunal.

3. It is estimated that the appointment of Rent Authorities and establishment of the Delhi Rent Tribunal and appointment of its Chairman and other Members and officers and other employees would entail an annual recurring expenditure to the tune of Rs. 60.23 lakhs on the part of the Government of the National Capital Territory of Delhi, as detailed below—

	(Rs. in lakhs)
(a) Towards payment of salary, allowances, etc., to the Chairman and other Members of the Delhi Rent Tribunal and its officers and other employees.	6.23
(b) In respect of 20 Rent Authorities including Additional Rent Authorities and supporting officers and other employees	54.00
Total:	60.23

In addition, there will be some non-recurring expenditure on account of setting up establishments for the Rent Authorities and the Delhi Rent Tribunal which it is not possible to estimate at this stage.

4. Once the backlog of cases is considerably cleared, it may become possible to reduce the number of Rent Authorities, bringing down the annual recurring expenditure

MEMORANDUM REGARDING DELEGATED LEGISLATION

Sub-clause (1) of clause 81 of the Bill empowers the Central Government to make rules for the purpose of carrying out the provisions of the Act. They relate *inter alia*, to the form and manner in which and the period within which copy of particulars of tenancy shall be filed by the landlord and the tenant before the prescribed authority, the manner of making applications to the Rent Authority for fixation of standard rent, etc., the manner of giving notice to the tenant in respect of inspection of the premises, salaries and allowances payable to and the other terms and conditions of service (including pension, gratuity and other retirement benefits) of Chairman and other Members of the Delhi Rent Tribunal, form of appeal to be preferred before the Tribunal, etc. Every rule made by the Central Government under clause 81 is required to be laid before Parliament.

2. The matters in respect of which rules may be made relate to matters of procedure or administrative details or matters in respect of which it is not practicable to make detailed provisions in the Bill, itself. The delegation of legislative power is, therefore, of a normal character.

II

BILL No. LXVII OF 1994

A Bill to provide for the taking over of the management of the undertaking of the Yoga Society for a limited period in the public interest and in order to secure the proper management thereof and for matters connected therewith or incidental thereto.

BE it enacted by Parliament in the Forty-fifth Year of the Republic of India as follows:—

CHAPTER I

PRELIMINARY

Short title and commencement.

1. (1) This Act may be called the Yoga Undertaking (Taking Over of Management) Act, 1994.

(2) It shall come into force at once.

Definitions.

2. In this Act, unless the context otherwise requires.—

(a) “Administrator” means the person or body of persons appointed as the Administrator under section 4;

(b) “appointed day” means the date of commencement of this Act;

(c) “prescribed” means prescribed by rules made under this Act;

21 of 1960. (d) "Societies Registration Act" means the Societies Registration Act, 1860, as in force in the Union territory of Delhi;

(e) "Yoga Society" means the Vishwayan Yogaashram, a Society registered under the Societies Registration Act and having its registered office at Ashok Road, Opposite Gol Dak Khan, New Delhi;

(f) words and expressions used herein and not defined, but defined in the Societies Registration Act shall have the meanings, respectively, assigned to them in that Act.

CHAPTER II

TAKING OVER OF THE MANAGEMENT OF THE UNDERTAKING OF THE YOGA SOCIETY

3. (1) On and from the appointed day, and for a period of one year thereafter, the management of the undertaking of the Yoga Society shall vest in the Central Government:

Provided that if the Central Government is of opinion that in order to secure the proper management of the undertaking of the Yoga Society, it is expedient that such management should continue to vest in the Central Government after the expiry of the said period of one year, it may, from time to time, issue directions for the continuance of such management for such period, not exceeding one year at a time, as it may think fit; so, however, that the total period for which such management shall continue to vest in the Central Government shall not, in any case, exceed five years.

Management
of the
under-
taking
of the
Yoga
Society.

(2) The undertaking of the Yoga Society shall be deemed to include all assets, rights, lease-holds, powers, authorities and privileges and all property, movable and immovable, including lands, buildings, work, workshops, projects, stores, instruments, machinery, aircraft, automobiles and other vehicles, cash balances, reserve funds, investments and book debts and all other rights and interests arising out of such property as were immediately before the appointed day in the ownership, possession, power or control of the Yoga Society, whether within or without India, and all books of account, registers, maps, plans and all other documents of whatever nature relating thereto.

(3) Any contract, whether express or implied, or other arrangement, in so far as it relates to the management of the business and affairs of the undertaking of the Yoga Society, and in force immediately before the appointed day, shall be deemed to have terminated on the appointed day.

(4) All persons in charge of the management of the Yoga Society, including persons holding offices as directors, managers, members of the Governing Body or Board of Trustees or any other managerial personnel of the Yoga Society immediately before the appointed day shall be deemed to have vacated their offices as such on the appointed day.

Administrator of the Yoga Society.

4. (1) The Central Government shall, as from the appointed day, appoint a person or a body of persons as the Administrator of the undertaking of the Yoga Society for the purpose of taking over the management thereof and the Administrator shall carry on the management of the undertaking of the Yoga Society for and on behalf of the Central Government.

(2) The Central Government may issue such directions (including directions as to initiating, defending or continuing any legal proceedings before any court, tribunal or other authority) to the Administrator as to his powers and duties as that Government may deem desirable and the Administrator may apply to the Central Government at any time for instructions as to the manner in which he shall conduct the management of the undertaking of the Yoga Society or in relation to any matter arising in the course of such management.

(3) Subject to the other provisions of this Act and the rules made thereunder and to the control of the Central Government, the Administrator shall be entitled, notwithstanding anything contained in the Societies Registration Act or in any other law for the time being in force, to exercise, in relation to the undertaking of the Yoga Society, the powers of the Governing Body, or, as the case may be, the Board of Trustees, of the Yoga Society, including the powers to dispose of any property or assets of such society, whether such powers are derived under any law for the time being in force or from the memorandum and rules and regulations of the Yoga Society or from any other source.

(4) Every person having possession, custody or control of any property forming part of any undertaking of the Yoga Society shall deliver forthwith such property to the Administrator or to any officer or other employee of the Central Government, as may be authorised by the Central Government in this behalf.

(5) Any person who, on the appointed day, has in his possession or under his control any books, papers or other documents relating to the undertaking of the Yoga Society, including the minutes books containing the resolutions of the persons in charge of the management of the Yoga Society before the appointed day, the current cheque books relating to the undertaking of the Yoga Society, any letters, memoranda, notes or other communications between him and the Yoga Society shall, notwithstanding anything contained in any other law for the time being in force, be liable to account for the books, papers and other documents (including such minutes books, cheque books, letters, memoranda, notes or other communications) to the Administrator or to any such person (being an officer or other employee of the Central Government) as may be authorised by the Central Government in this behalf.

(6) Every person in charge of the management of the undertaking of the Yoga Society immediately before the appointed day shall, within ten days from that day or within such further period as the Central Government may allow in this behalf, furnish to the Administrator a complete inventory of all the properties and assets (including particulars of book debts and investments and belongings) forming part of the undertaking of the Yoga Society immediately before the appointed day

and of all the liabilities and obligations of the Yoga Society, in relation to its undertaking, subsisting immediately before that day, and also of all agreements entered into by the Yoga Society in relation to its undertaking and in force immediately before that day.

(7) The Administrator shall receive from the funds of the Yoga Society such remuneration as the Central Government may fix.

5. Notwithstanding anything contained in any law for the time being in force, no person in respect of whom any contract of management or other arrangement is terminated by reason of the provisions contained in sub-section (3) of section 3 or who ceases to hold any office by reason of the provisions contained in sub-section (4) of that section, shall be entitled to claim any compensation for the premature termination of the contract of management or other arrangement or for the loss of his office.

No right to compensation for premature termination of a contract.

6. (1) Notwithstanding anything contained in sub-section (1) of section 3, if, at any time before the expiry of the period referred to in that sub-section, it appears to the Central Government that the purposes of the vesting of the management of the undertaking of the Yoga Society in that Government have been fulfilled or that for any other reason it is not necessary that the management of the undertaking of the Yoga Society should remain vested in that Government, it may, by order published in the Official Gazette, relinquish the management of the undertaking of the Yoga Society with effect from such date as may be specified in the order.

Relinquishment of management of the Yoga Society.

(2) On and from the date specified under sub-section (1), the management of the undertaking of the Yoga Society shall vest in the Governing Body (by whatever name called) of the Yoga Society and such management shall be carried on in accordance with the provisions of the Societies Registration Act, so, however, that the steps if any, in relation to the management of the undertaking of the Yoga Society may be taken after the publication of the order under sub-section (1).

7. (1) Notwithstanding anything contained in the Societies Registration Act or in the memorandum and rules and regulations of the Yoga Society, but subject to the provisions of sub-section (2) of section 6, so long as the management of the undertaking of the Yoga Society remains vested in the Central Government,—

Application of Act 21 of 1860.

(a) it shall not be lawful for the members of the Yoga Society or any other person to nominate or appoint any person to be a member of the Governing Body (by whatever name called) of the Yoga Society;

(b) no resolution passed at any meeting of the members of the Yoga Society or at any meeting of the Governing Body (by whatever name called) of the Yoga Society, on or after the appointed day, shall be given effect to unless approved by the Central Government;

(c) no proceeding for the dissolution of the Yoga Society or for their merger with any other society or for the appointment of a Receiver in respect of the undertaking thereof shall lie in any court except with the consent of the Central Government.

(2) Subject to the provisions contained in sub-section (1) and subject to such other exceptions, restrictions and limitations, if any, as may be prescribed, the Societies Registration Act shall continue to apply to the Yoga Society in the same manner as it applied thereto before the appointed day.

CHAPTER III

MISCELLANEOUS

Penalties.

8. Any person who,—

(a) having in his possession or custody or under his control any property forming part of the undertaking of the Yoga Society, wrongfully withdraws such property from the Administrator or any person authorised under this Act, or

(b) wrongfully obtains possession of any such property, or

(c) wilfully retains, or fails to deliver, any property forming part of the undertaking of the Yoga Society or removes or destroys it, or

(d) wilfully withdraws or fails to account for any books, papers or other documents which may be in his possession or custody or under his control to the Administrator or any person authorised under this Act, or

(e) fails, without any reasonable cause, to furnish information or particulars as provided in sub-section (6) of section 4,

shall be punishable with imprisonment for a term which may extend to two years, or with fine which may extend to ten thousand rupees, or with both.

Offences by companies.

9. (1) Where an offence under this Act has been committed by a company, every person who at the time the offence was committed was in charge of, and was responsible to, the company for the conduct of the business of the company as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment, if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where any offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to, any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

*Explanation.—*For the purposes of this section,—

(a) “company” means any body corporate and includes a firm or other association of individuals; and

(b) “director”, in relation to a firm, means a partner in the firm.

10. In computing the period of limitation prescribed by any law for the time being in force for ~~any suit or application~~ against any person by the Yoga Society in respect of any matter arising out of any transaction in relation to its undertaking, the time during which this Act is in force shall be excluded.

Exclusion of period of operation of Act.

11. The provisions of this Act or any notification, order or rule made thereunder shall have effect notwithstanding anything inconsistent therewith contained in any law other than this Act or in any instrument having effect by virtue of any law other than this Act or in any decree or order of any court.

Act to have overriding effect.

12. (1) No suit, prosecution or other legal proceeding shall lie against the Administrator or any officer or other employee of the Central Government for anything which is in good faith done or intended to be done under this Act.

Protection of action taken in good faith.

(2) No suit or other legal proceeding shall lie against the Central Government or the Administrator or any of the officers or other employees of the Central Government for any damage caused or likely to be caused by anything which is in good faith done or intended to be done under this Act.

13. (1) If the Central Government is satisfied, after such inquiry as it may think fit, that any contract or agreement entered into at any time within one year immediately preceding the appointed day, between the Yoga Society and any other person, in so far as such contract or agreement relates to the undertaking of the Yoga Society, has been entered into in bad faith, or is detrimental to the interests of the Yoga Society it may make an order cancelling or varying (either unconditionally or subject to such conditions as it may think fit to impose) such contract or agreement and thereafter the contract or agreement shall have effect accordingly:

Contracts in bad faith may be cancelled or varied.

Provided that no contract or agreement shall be cancelled or varied except after giving to the parties to the contract or agreement a reasonable opportunity of being heard.

(2) Any person aggrieved by an order under sub-section (1) may make an application to the High Court at Delhi for the variation or reversal of such order and thereupon such court may confirm, modify or reverse such order.

14. If the Administrator is of opinion that any contract of employment entered into by the Yoga Society in relation to its undertaking, at any time before the appointed day, is unduly onerous, he may, by giving to the employee one month's notice in writing or the salary or wages for one month in lieu thereof terminate such contract of employment.

Power to terminate contract of employment.

Power
to make
rules.

15. (1) The Central Government may, by notification in the Official Gazette, make rules for carrying out the provisions of this Act.

(2) Every rule made by the Central Government under this Act shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

STATEMENT OF OBJECTS AND REASONS

Vishwayatan Yogashram was registered on 1st March, 1958 as a Society under the Societies Registration Act, 1860 to promote teaching, training, research and study of Yoga in its manifold aspects. Late Swami Dharendra Brahinechari was Managing Trustee of the Society until his demise on 9th June, 1994.

2. The New Delhi Centre of Vishwayatan Yogashram is situated on a 2.08 acres of prime land, leased to it by the Ministry of Urban Development at plot No. 2, Ashok Road, Opposite Gole Dak Khana. In addition to this the Society also owns about 25 acres of land at Katra (Vaishno Devi) in Jammu and Kashmir. The Society has been receiving grants for recurring and non-recurring expenditure for its two Centres at New Delhi and Katra from the erstwhile Ministry of Education and Social Welfare and the Ministry of Health and Family Welfare. Consequent on an inquiry into the utilisation of the funds sanctioned to the Vishwayatan Yogashram, it was found that money given as grant-in-aid had been systematically siphoned away in falsification of the accounts by the Managing Trustee of that Yoga Society. As such the management of the Vishwayatan Yogashram was taken over by the Government by the Yoga Undertakings (Taking over of Management) Ordinance, 1977 (later on replaced by an Act of Parliament) from 24th May, 1977 till 18th February, 1980 in public interest and in order to secure proper management of the society.

3. After the demise of late Swamiji the Board of Trustees of the Vishwayatan Yogashram in their meeting held on 16th June, 1994 resolved to appoint Dr. S. K. Sharma, an officer in the Ministry of Health and Family Welfare, as Managing Trustee of the Vishwayatan Yogashram. On taking over charge, Dr. Sharma was asked to prepare a list of inventories of Vishwayatan Yogashram but it has not yet been possible to accurately assess the assets and liabilities of Vishwayatan Yogashram. Systematic records of the working of the Society as required by law are not available as it was being run virtually as a personal organisation. It would not be in public interest and in the interest of the Yoga Society to allow this condition to continue in future. The lands, buildings and other movable and immovable assets of the Vishwayatan Yogashram either belong to the Government or have been purchased by utilising, to a substantial extent, the Government grants. Taking over of management will also prevent possible litigation and claims by vested interests who may be tempted to make claims on the valuable properties of Vishwayatan Yogashram which were under the control of late Swamiji.

4. The Bill seeks to achieve these objectives.

B. SHANKARANAND.

FINANCIAL MEMORANDUM

The Bill provides for the taking over of the management of a registered society namely Vishwayatan Yogashram (near Gole Dak Khana, New Delhi and its centre at Katra Vaishnodevi).

2. Clause 4 of the Bill provides for the appointment of a person or a body of persons as the Administrator of the undertaking of the Yoga Society and further provides that the Administrator shall receive from the funds of the Yoga Society such remuneration as the Central Government may fix.

3. The management of the Yoga Society will involve a recurring annual expenditure of Rs. 9.32 lakhs to meet the on-going activities. The Bill, if enacted, is not likely to involve any non-recurring expenditure during the current financial year. In case there arises any need to incur any non-recurring expenditure, it would be incurred from the budget grant of the Ministry of Health and Family Welfare.

MEMORANDUM REGARDING DELEGATED LEGISLATION

Clause 15 of the Bill empowers the Central Government to make rules to carry out the purposes of this Bill. These rules mainly relate to the efficient management and working of the Vishwayatan Yogashram at New Delhi and its Centre at Katra Vaishnodevi.

2. The matters in respect of which rules can be made are generally matters of procedure and administrative detail and it is not practicable to provide for them in the Bill itself. The delegation of legislative power is therefore of a normal character.

V. S. RAMA DEVI,
Secretary-General

Published by the Secretary-General, Rajya Sabha under rule 68 of the Rules of Procedure and Conduct of Business in the Rajya Sabha.

